

## Rockin' A Paint Horses Stallion Breeding Contract

This contract is for the breeding season of 20\_\_\_\_\_, is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, is by and Rockin' A Paint Horses. Mare Owner agrees to breed the mare \_\_\_\_\_, to the stallion \_\_\_\_\_ for the fee of \$\_\_\_\_\_, for a live foal, subject to the following conditions.

1. Stallion fee includes a nonrefundable breeding fee of \$\_\_\_\_\_, payable with this contract, all other expenses will be paid when the mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable upon receipt. Mare Owner may not remove mare from Breeder's possession until expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in his custody. Mare Owner agrees to pay for care and feed at the rate of 5.00 /day dry or 7.00/day wet.
3. Breeder will exercise judgment in care and supervision of mare and/or foal. Mare Owner will pay all veterinarian and farrier expenses.
4. Mares that are not halter broke will not be accepted.
5. The mare shall be in healthy and sound breeding condition, free from infectious, contagious or transmissible disease. Breeder reserves the right to refuse a mare if not in proper condition.
6. Breeder agrees to diligently try to settle mare; if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give ample opportunity to settle mare.
7. This contract contains a "Live Foal Guarantee." A live foal is describes as a new foal which stands and nurses without assistance. If a foal is born dead, there are return privileges only if the breeder is notified within 7 days and receives a veterinarian's statement confirming death.
8. It is agreed that should the mare miscarry, abort, or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for breeding during the current breeding season, March 1 through July 1 of the following year of 20\_\_\_\_\_.
9. A "Breeders Certificate" will be issued for the foal, conceived by the breeding, when the stallion fee and all other expenses are paid in full; and, when mare has either, at Breeders option, (A) been pronounced safe in foal, or(B) has produced a live foal by this breeding.
10. Both parties agree that Rockin' A Paint Horses, the Breeder, and any person associated with Breeder, is not liable for death, sickness, and/or accident including consequential damages caused to the mare and/or foal; and, that the Mare Owner is not liable for death, sickness and/or accident including consequential damages caused by the stallion.
11. It is further agreed that should the above named stallion die, be sold by the owner, or become unfit for service, the \$\_\_\_\_\_ will be refunded, thereby canceling this entire contract; or if the mare dies or becomes unfit to breed before

being pronounced safe in foal, that Breeder has the option either to (A) accept another mare according to paragraphs 4 and 5, as a replacement, or (B) refund \$\_\_\_\_\_, thereby canceling this entire contract.

12. This contract is non-assignable and nontransferable. In the event the mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid.
13. Additional Conditions
14. This contract represents the entire agreement between parties. No other agreements or promises, verbal or implied, are included unless specifically stated in the written contract.
15. When the Mare Owner and Breeder sign this contract; it will be binding on both parties, subject to the above terms and conditions.

Breeders Signature

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Mare Owners Signature

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**Mare Owners Information:**

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Address

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City

State

Zip

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Phone (day)

Phone (evening)

email address

Description of Mare:

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**Rockin' A Paint Horses**

**Jack and Dianne Armbrust**

**2118 50<sup>th</sup> Ave.**

**Trimont, MN 56176**

**507-639-2107**

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