

BREEDING CONTRACT

This STALLION BREEDING CONTRACT for the breeding season of 2015 (October 1, 2014 – September 30, 2015), is made and entered into on this _____ day of _____, 2015, by and between Lynn Killinger, hereinafter designated **Breeder** and _____, hereinafter designated **Mare Owner**. Mare Owner agrees to breed the mare, _____, Reg. No. _____, to the stallion, **REFINER'S FIRE**, Reg. No. 20201457 for the fee of \$525.00, for a live foal, subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$200.00, payable with this contract, the balance of which must be paid with all other expenses 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 all 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 **Breeder's** custody. **Mare Owner** agrees to pay for care and feed at the rate of \$10.00 per day for field mares and \$12.00 per day for barn mares.
3. **Breeder** will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. **Breeder** assumes responsibility for arranging veterinarian and farrier services as necessary. **Breeder's** veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. **Mare Owner** will pay all veterinarian and farrier expenses.
4. Mares that are not halter broken will not be accepted.
5. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. A current negative Coggins Test, photostatic copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany the mare: if they do not, **Breeder's** veterinarian will examine and/or test mare at **Mare Owner's** expense. **Breeder** reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute liquidated damages.
6. **Mare Owner** agrees to pay \$_____ to have mare foal on **Breeder's** premises. **Mare Owner** shall pay all veterinarian expenses incurred in connection with the foaling.
7. **Breeder** agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, **Mare Owner** will hold **Breeder** blameless. **Mare Owner** agrees to give **Breeder** ample opportunity to settle mare.
8. This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead, there are return privileges for the 2015 season only if **Breeder** is notified within 10 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should 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, October 1, 2014 – September 30, 2015, or the following 2015-2016 breeding season.
9. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full; and when mare has either, at **Breeder's** option (a) been pronounced safe in foal, or (b) has produced a live foal by this mating.

