



## C-K APPALOOSAS

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This **Stallion Breeding Contract** for the current breeding season, February 1st to July 31st 20 \_\_\_\_, is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ is by and between: **Chris Kiser / C-K Appaloosas**; hereinafter designated Stallion Owner and \_\_\_\_\_; hereinafter designated Mare Owner.

Mare Owner address: \_\_\_\_\_

Day phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

Mare Owner agrees to breed the mare: \_\_\_\_\_ Reg. # \_\_\_\_\_

Breed \_\_\_\_\_ year foaled \_\_\_\_\_ Mare's Dam: \_\_\_\_\_

Reg. # \_\_\_\_\_ Breed \_\_\_\_\_ (Copy (both sides) of Mare's registration papers must accompany contract)

To the Stallion: **The Gunslinger**, Reg. # 440120, Appaloosa, foaled 1986 for the breeding fee of \$XXX for a live foal subject to the following terms and conditions:

1. The breeding fee includes a non-refundable booking fee of \$\_\_\_\_\_ payable with this contract with balance, payable in full, determined as follows. Mare owner agrees to pay for care and feed at the rate of \$\_\_\_\_\_ per day for a dry mare or \$\_\_\_\_\_ per day for a wet mare. All veterinarian and farrier expenses will be paid by mare owner. Balance of breeding fee and all additional expenses are payable upon mare's departure. Mare owner agrees, mare may not be removed from Stallion Owner's possession until all expenses are paid in full.
2. Syndicated mare contracts shall be valid only with one person representing the syndication. All agreements are made to that party only.
3. Mares contracted for breeding from outside this state shall be governed by the laws of the state of Ohio.
4. If Mare Owner wishes mare to foal on breeding premises, an additional fee of \$\_\_\_\_\_ will be charged. All veterinarian expenses incurred in connection with such foaling shall be paid by Mare Owner.
5. The mare shall be healthy, in sound breeding condition, properly vaccinated and have a current negative Coggins test. Clean culture information must be provided by a qualified veterinarian which has checked the mare for normal breeding conditions. The Stallion Owner has the right to refuse to breed the mare if the above conditions are not met and is not liable to the Mare Owner for any damages. If refused, only the breeding fee minus the booking fee will be refunded.
6. Mares that are not halter broke will not be accepted.
7. Hind shoes must be removed or will be removed at the Mare Owner's expense.
8. This contract contains a live foal guarantee defined as: The mare must produce a live foal that can stand alone and nurse. If the foal is hand fed for a period of 72 hours the contract is considered payable. If, after being pronounced safe in foal, the mare should miscarry, abort or prove barren after leaving breeding premises or if the foal is born dead or dies within the 72 hours, Mare Owner has privilege to return the mare for breeding during the current breeding season or the following year \_\_\_\_\_. A substitute mare may be used if both parties agree, subject to same terms and conditions of acceptance as original mare. Only after a return breeding has not produced a living foal will the stud fee be refundable less the booking fee.

9. Stallion Owner agrees to provide suitable facilities for the care and supervision of mare and/or foal. Medical care will be administered as deemed necessary for the health and safety of mare and/or foal by Stallion Owner.
10. Stallion Owner agrees to diligently try to settle mare. However, if mare fails to settle for any reason, Mare Owner will not hold Stallion Owner responsible. Mare Owner agrees to give Stallion Owner ample opportunity to settle the mare.
11. A breeding certificate will be issued for the foal when the mare has produced a live foal by this breeding. The Stallion Owner is permitted to withhold this certificate if the contract has not been paid in full.
12. It is understood by both parties that the breeding premise owners, the Stallion owner, his handler(s) or veterinarian are not liable for any disease, accident, sickness or death including any consequential damages to the mare and/or her foal. Mare Owner likewise will not be held responsible for any disease, accident, sickness or death including any consequential damages to the stallion.
13. Should the stallion die or become unfit for service prior to settling the mare or should the mare die or become unfit for breeding then this contract shall become null and void and each party is thereby released from the responsibility of this contract. If paid in full, money paid minus booking fee will be refunded.
14. In the event the stallion is sold prior to settling the mare, the breeding fee will be refunded in full. In the event the mare is sold the terms of condition #1 will be enforced.
15. Any dispute between the parties arising out of this agreement will be settled through arbitration rather than in court and the party who has breached the contract is to pay the reasonable attorney fees over enforcement of this contract.

It is the entire agreement of the parties that all contingencies are covered in writing in this contract and that the words on this paper accurately reflect the understanding of both parties. No other agreements or promises, verbal or implied are included unless specifically stated in the written contract.

When signed by Stallion Owner and Mare Owner this contract will then be binding on both parties subject to terms and conditions.

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Stallion Owner Signature

Date

Mare Owner Signature

Date