

STALLION BREEDING CONTRACT

This STALLION BREEDING CONTRACT for the breeding season of 2020 , is made and entered into on _____ by and between Trisha Dommer, hereinafter designated Breeder, and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg. No. _____ to the stallion **DTS Dual Turbo Cat**, double registered with AQHA #5540980 FQHR #26847, for the fee of \$ 600.00 , this includes early Booking Special Pricing; subject to the following conditions:

The Stallion fee includes a non-refundable booking fee of \$200.00 payable upon execution of this contract. The balance of \$400.00 must be paid, upon arrival of mare. All other expenses to be paid when mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable upon receipt. Mare Care is additional as listed in the following clause. Breeder requires 48 hours advance notice when the Mare Owner wishes to remove his/her mare(s) from the farm. This notice allows Breeder sufficient time to prepare the final billing statement. The Mare may not be released to the Mare Owner, representative or agent of Mare Owner until all expenses are paid in full including veterinarian expenses. "Paid" means that funds are received in cash or cash equivalent (e.g. money order, cashiers check, or cleared personal check.) If Mare Owner fails to pay fees incurred while mare is under Breeder's care, Trisha Dommer shall have and retain a lien on any animal or livestock which is placed in its care for pasturing and keeping for the purposes of breeding. Trisha Dommer will retain possession of any animal subject to this lien until the amount due for the keep, support, and care of any such animal is paid in full. All monies paid are non-refundable.

Mare owner agrees to pay Mare Care in the amount of \$ 8.00 per day. Any special veterinary services or special feeding programs other than the usual feeding program of sweet feed and grass hay shall be specified in writing by the mare owner and be at Mare Owner's expense or supplied by Mare Owner. Breeder assumes no responsibility for injuries or illness to mare that may arise or are related to special dietary needs of mare and foal.

Breeder will care for the mare and/or foal with all reasonable care and will exercise judgment consistent with recognized standards in care of mare and/or foal but will not be responsible for any accident, sickness, or death to either or both Mare and/or foal. Likewise, Mare Owner will not be responsible for any accident or injury to the stallion or other horses on premises. Mare Owner understands that breeding can be cause for accidents, and assumes risk for such accidents to mare (and foal). Mare Owner has accepted Stallion Owner's facilities and care giving ability, and deems them adequate

Mare Owner gives Breeder permission to have mare and/or foal treated by a licensed Veterinarian performed for anything that might insure Mare and/or foal's well-being. Breeder will attempt to contact Mare Owner if it appears any medical attention is required. In an emergency situation, Breeder is authorized to take any and all necessary steps to preserve the life and health of mare without requirement to contact Mare Owner prior to taking said steps. Mare owner will be informed of the need for any necessary pregnancy examinations or necessary shots/medications, including Regumate, uterine culture/cytology, Lutalyse, etc. Mare Owner will be responsible for paying all veterinary and farrier expenses prior to removal of mare from the farm. Mare Owner is responsible for all personal property taxes and insurance on mare and/or foal.

The mare shall be in a healthy and sound breeding condition, free from infections, contagious, and transmissible diseases. A current negative Coggins Test, photo copy of registration papers, and a veterinarians health certificate stating that mare has a current, negative uterine culture & **cytology** must accompany mare. Maiden mares do not require a negative culture unless mare fails to conceive for two consecutive cycles, at which time a culture will be required to check for infection; if they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Mares without a current negative Coggins test will not be allowed onto premises. Any possible infections should be cleared and necessary treatments should be done prior to arrival at breeding farm if possible, or the Breeder's veterinarian will do them at the Mare Owner's expense.

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Breeder reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee will be returned. Mares that are not halter broken, will not stand tied, or are otherwise difficult or dangerous to handle and manage will not be accepted for breeding. If mare is a safety risk to herself or others, she may be sent home. Stallion owner might employ the use of breeding hobbles, twitch, sedation, Stabilizer, or other restraint device commonly accepted in handling practices to any mare that becomes a safety risk while being examined or during the act of breeding. Mare must have her hind shoes pulled prior to arrival on farm premises for breeding. If mare arrives for breeding with hind shoes in place, said shoes will be pulled and any resulting expenses will be the responsibility of the Mare Owner. If your Mare has special handling needs, please discuss this with the Stallion Owner. Mare Owner hereby agrees that Stallion Owner reserves the right to refuse service to any mare which appears to be diseased, unruly, dangerous, or which is unfit for breeding in the opinion of the Stallion Owner (example: overbite, poor conformation, venereal disease, aggressive toward handler or stallion, positive for Hypp etc.) Mares that are difficult to handle may incur a handling fee or may be returned to Mare Owner, un-bred. Board/booking fees shall be paid before said mare (and foal) leaves the Stallion Owner. If mare was never covered, the stud fee will be refunded LESS a \$100 handling fee or boarding fees, whichever is greater. _____ *INITIAL HERE*

Mares that are HYPP N/H or H/H will not be accepted for breeding. Mare must be HYPP N/N if she has the AQHA stallion 'Impressive' in her pedigree. Breeder reserves the right to refuse HYPP positive mares.

******The Breeder agrees to diligently try to settle the above named mare and shall have sole discretion of determining the best method of breeding the mare. However, if Mare fails to settle, the Breeder shall be held harmless and Mare Owner waives/releases Breeder of any liability. Mare Owner agrees to give Breeder ample opportunity to settle mare. If the mare fails to settle after her second heat cycle when breeding was attempted, she must have a diagnostic evaluation at the Mare Owner's expense to determine her suitability for breeding. If the mare is picked up from Breeding Farm before checked "in foal", then the owner must have the Mare ultrasounded between 14 and 20 days after ovulation to find out if she is pregnant. Failure to check the mare within in this time frame will forfeit the waived stud fee rebred for the next heat cycle and/or following year. If she is open, then it will be the mare owner's responsibility to immediately return the mare to be rebred. A letter or copy of receipt from the Mare Owner's Veterinarian must be sent to the Breeder confirming Pregnancy within 30 days from Last Breeding Date, otherwise, the "Live Foal Guarantee" becomes void. Mares whom are not checked in foal with the Breeder by August of the Current Year will not be put on the Stallion Breeding Report and are subject to a \$60 Late fee to be added. _____ *INITIAL HERE*

Live Foal Guarantee: For the purposes of this contract, a live foal is defined as a foal that stands, nurses, and lives for 48 hours after birth. 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 rebreeding during the current breeding season of February through July 1st, or the following year, 2021 only, provided proper notification is given to the stallion owner. Proper notification is defined as follows: Written certification informing Breeder of death of newborn foal sent within 14 days of death and of miscarriage within 30 days. Mare Owner certifies that such abortion or death did not result from any act or omission of the Mare Owner/Mare's Caretakers subsequent to the mare being determined "safe in foal" by a licensed veterinarian. Rhinopneumonitis vaccines must be administered as indicated by the drug manufacturer as the mare progresses through her pregnancy. Failure to do so will void the live foal guarantee. In the event that the mare returns for a rebreed, an additional booking fee and Mare Care fees will apply.

It is further agreed that should the above named stallion die, be sold by the owner, or become unfit for service, prior to settling the mare, that the breeding fee will be refunded less booking fee, if it has been paid in full, and this entire contract will become Null & Void; or, if mare dies or becomes unfit to breed, the Breeder has the option to either (a) accept another mare accept another mare as a replacement if said mare fits the aforementioned requirements for breeding. or (b) refund of the breeding fee less booking fee, if it has been paid in full, thereby rendering this entire contract Null & Void.

A 'Breeder's Certificate' will be issued for the foal conceived by this mating when stallion fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands, nurses, and survives 48 hours by this mating.

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It is understood that the breeding farm, its owners, stallion owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse(s) are under the care of Stallion owner or agents of Stallion Owner will not be liable or responsible for any damage, injury or death to the breeding farm's stallions, employees, veterinarians, or other animals in the care of Trisha Dommer, whether or not caused by his/her horse.

This contract is entered into in the State of Michigan and will be interpreted and enforced under the laws of that state. If any clause in the Contract is against State Law then that clause shall be null and void.

The invalidity or unenforceability of any term or provision of this contract shall not affect the validity or enforce ability of any remaining provisions hereunder.

In the event that Breeder incurs attorney's fees and/or legal costs in securing or protecting any right available to Breeder under this contract, or under the laws of the State of Michigan, Mare Owner hereby agrees to pay said attorney's fees and legal costs. Breeder will not be held responsible for any attorney's fees or legal costs resulting from any events connected with this contract.

This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written Contract.

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Booking fee of \$_____ received by_____

Mare Owner: _____ **Date:** _____

Stallion Owner: _____ **Date:** _____

***To Make Booking Payment- Please either use Paypal Friends & Family to the email address below, Money Order or Make Check out to one of persons below. If you have any questions please contact us!* Failure to use the Friends and Family Option thru Paypal will result in the mare owner, owing the 3% incurred fee Paypal Charges.**

Trisha Dommer & Eric Goodrich

DT Performance Horses

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