

STALLION BREEDING CONTRACT
Sparkling W Quarter Horses

Stallion Owner: Bailey Wallis
28029 HWY 97 Okanogan, WA 98840
Phone: 509-322-7264
Email: sparklingwquarterhorses@hotmail.com

This **STALLION BREEDING CONTRACT FOR Live Cover**, made and entered into this _____ (day) of _____ (month) in the year of _____, is by and between

Bailey Wallis, hereinafter referred to as "Stallion Owner" and _____ hereinafter referred to as "Mare Owner".

WHEREAS Mare Owner is the owner or lessee of a certain registered mare having the

Registered Name _____ and **Reg. Number** _____, to Stallion: JUDGES FIFTY SHADES, for the Stud Fee of \$800 for Live Cover services.

AND WHEREAS, JUDGES FIFTY SHADES will stand at stud for *live cover* during the 2023 season at Owner of Stallion's Farm, and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2023 to the aforementioned stallion for the services of the mare named above.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

BOOKING AND STALLION FEES

(A) Mare owner agrees to pay a non-refundable booking fee of \$200.00 to which shall reserve a breeding for 2023, payable with this contract. Owner of Stallion does hereby agree to reserve for the Mare Owner one booking to (name of Stallion) *Judges Fifty Shades* for the services of the mare.

(B) Mare Owner shall pay remainder of fee in the amount of \$600.00 and must be paid in full before the mare(s) are covered. Any Stud Fee which has not been paid will be turned over to collections. Further, registration papers for any foals of the mating will not be obtainable. Failure to pay Stud Fee will result in the mare not being included in the stallion report.

(C) Mare Owner will send a complete copy of the mare's registration papers with this contract as well as any necessary lease information or documentation needed.

The normal breeding season shall be defined as from April 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

BOARDING OF MARE

(A). Mare Owner shall be responsible for payment of boarding fees at the rate of \$12.00 per day dry or \$15.00 wet for the keeping and ordinary care of the mare and/or foal.

(B). Stallion Owner agrees to provide the following for the boarding fees indicated:

Feed: Alfalfa/Grass mix hay.

Furthermore, it is expressly understood and agreed that the boarding of said horse, as agreed to herein, is not a personal service contract and accordingly, any services provided for hereunder may be performed by Stud Farm / Stallion Owner employees, officers, agents, and /or family members.

The balance of the unpaid boarding and associated fees and expenses shall be paid by the Mare Owner when the mare is picked up.

Stallion Owner agrees to execute all necessary documents of the registration of the offspring of the breeding; provided, however, that said Breeder's Certificates will not be issued until all fees and expenses incurred hereunder have been paid in full by Mare Owner.

HEALTH AND OTHER REQUIREMENTS

(A). Mares that are not halter broken and/or cannot be hobbled will not be accepted.

(B). The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection of disease. Any mare certified by the attending veterinarian not to be, in her opinion, in sound breeding condition shall not be bred. A Mare Owner may substitute another mare within that breeding season. Mare must be halter broke and healthy.

(C). Mare Owner understands and agrees that the mare may be tranquilized for breeding purposes if deemed reasonable or necessary by Farm.

(D). Mares Owner understands that if mares who become violent or endanger the safety of the Stallion and unable to be safely covered will be sent home.

IN EVENT MARE DOES NOT TAKE AND BECOME IN-FOAL

In the event that Mare Owners mare does not take and become in-foal, the parties agree as follows:

RETURN BREEDING

a. In the event that a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again for \$250 additional fee at any time prior to July of the following year 2024 ; provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion.

LIVE FOAL GUARANTEE

LIVE FOAL

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

LIVE FOAL GUARANTEE

Owner of Stallion gives a live foal guarantee. In the event a live foal, as defined above, does not result, Owner of Stallion will give a repeat breeding, as set forth herein below, if Stallion Owner is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owners mare. Either statement must be under the signature of a licensed Veterinarian.

Stallion Owner shall be released from the LFG and the LFG shall be void if :

(A). Mare Owner fails to notify Stallion Owner within forty-eight (48) hours after the time of foaling that a live foal was not produced; and

(B). Within fourteen (14) days after such event, Mare Owner has not provided certific

ation that foaling was properly attended and produce a veterinarian's statement substantiating the failure of the mare to produce a live foal; or

(C). The Mare is sold without notice to Stallion Owner.

(D). Unless approved by Stallion Owner in writing, the LFG "Live Foal Guarantee" shall be void and Stallion Owner released from liability if Mare is sold prior to foaling. Contractual guarantees can only be extended by Stallion Owner in writing to third parties. The LFG shall be conditioned upon compliance by Mare owner of all conditions set forth in this Contract. Stallion Owner hereby guarantees to Mare Owner that a single, live foal will result from the privileges granted herein.

DEATH OR UNFITNESS OF STALLION, MARE

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said stallion or mare dies or becomes unfit for service, as declared in writing by a licensed Veterinarian, in that event, this Agreement shall become null and void and all monies paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded.

_____ (Initials of Parties)

It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the Mare Owners mare, including but not limited to, boarding fees and expenses, and veterinarian fees.

GENERAL CONDITIONS

Assignment, Transfer

Mare Owner shall not sell or assign this breeding contract without prior written consent of Stallion Owner. There shall be no substitution of mares without the express written consent of Stallion Owner. Any attempt to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from all obligations contained herein.

Failure to Deliver Mare on Re-breeding

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

Default

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default.

Right of Lien

Owner of Stallion has and may assert and exercise a Right of Lien, as provided for in the laws of the State of WASHINGTON, for any amount due for the board and keep of the mare, and also for any storage charges due hereunder, and Mare Owner further agrees Owner of Stallion shall have the right, without process of law, to attach a lien to said mare. Mare will not be released from Farm's custody until fees are paid in full.

THIS AGREEMENT shall be construed in accordance with the laws of the State of Washington and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter

jurisdiction of Virginia. All venue objections are waived. Stallion Owner resort to legal action to enforce the terms of this agreement, Stallion Owner shall be entitled to all legal fees, costs and expenses should a dispute arise between the parties.

This Agreement represents and constitutes the entire agreement between the parties. This Agreement shall not be altered except in writing and accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this Agreement. The Mare will not be bred to the Stallion without a fully signed copy of this Agreement as well as the appropriate documentation having been received and approved by Agent.

INDEMNIFICATION: Mare Owner shall be solely responsible for all acts and behavior of Mare at all times during this Agreement. In no case shall Stallion Owner, or any respective officers, directors, employees, agents, representatives, assigns affiliated persons, and/or others acting on their behalf be liable for the acts and behavior of Mare other than in the exercise of gross negligence or willful and wanton misconduct on the part of Owner in breeding, handling and/or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Owner harmless against all damages sustained or suffered by ny third person that were caused by the acts of the Mare or her foal.

RELEASE AND HOLD HARMLESS: Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Owner and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises (unless Stallion Owner caused the injury, damage or loss intentionally or in reckless disregard for the safety of the Mare Owner). Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Stallion Owner and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding, handling, foaling or keeping of the Mare on the premises that may accrue from any cause whatsoever including, but not limited to, theft, fire, escape, running away, accidents, illness, injuries or death during the term of this Agreement or while mare is in the care and custody of Stallion Owner.

Stallion Owner: _____ Date: _____

Mare Owner: _____ Date _____

NOTE: A Copy of Both Sides of Registration Papers MUST accompany this Agreement.

Name: _____

Address: _____ City: _____

State/Province: _____ Zip: _____ Daytime/Work Phone: _____

Home/Evening Phone: _____ Cell/Mobile: _____

e-mail address: _____