

## STALLION BREEDING CONTRACT

This STALLION BREEDING CONTRACT for the breeding season of 2009, is made and entered into on \_\_\_\_\_ by and between Bryan and Tiffany Sargent, hereinafter designated Breeder, and \_\_\_\_\_ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare \_\_\_\_\_, Reg.No. \_\_\_\_\_, to stallion, \_\_\_\_\_ Sargents Gold Buckle \_\_\_\_\_, Reg No. \_4555154 \_\_\_\_\_, for the fee of \$\_\_300\_\_\_\_, for a live foal, subject to the following conditions:

1. The Stallion fee includes a nonrefundable booking fee of \$\_\_\_\_\_ payable upon execution of this contract. The balance of this fee must be paid, with all other expenses, when 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 including veterinarian expenses.
2. Breeder agrees to provide suitable facilities for the care and feed of mare and/or foal while in his custody. Mare owner agrees to pay for care and feed at \$\_\_\_\_\_ per day for dry mares and \$\_\_\_\_\_ day for wet mares. The mare owner certifies that the premises where the mare is to be taken care of is sufficient and certifies that they have inspected feed that will be fed to the mare and or colt during while on premises.
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. All veterinarian and farrier expenses will be paid by Mare Owner.
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 infections contagious and transmissible diseases. A current negative Coggins Test, photo copy of registration papers (both sides), veterinarians health certificate, plus a health, worming and immunization record must accompany mare. Breeder reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute liquidated damages.
6. 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, including a minimum of 3 breeding cycles.
7. 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 is a return privilege for the 2010 season only if Breeder is notified within 3 days or receives a veterinarian's statement confirming. 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 August, or the following year, 2010.
8. 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 and nurses by this mating.

9. Both parties agree Bryan and Tiffany Sargent, the Breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the Breeder; and the Mare Owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion.
10. It is further agreed that should the stallion die, be sold by the owner, or become unfit for service, prior to settling the mare, that the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the Breeder has the option to either (a) accept another mare according to paragraphs 4 and 5 as a replacement or (b) refund 50% of the breeding fee, if it has been paid in full, thereby canceling this Contract.
11. This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes and full insurance on mare and foal (if desired).
12. This contract is entered into in the State of Idaho and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Laws, then that clause shall be null and void.
13. Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach
14. 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. Additional conditions should be individually initialed by each party. If none, check box. [ ]

\_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 Breeders (or authorized agent's) Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mare Owner's (or authorized agent's) Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mare Owner's Address & Telephone

\_\_\_\_\_  
 Description of Mare

**Booking fee of \$\_\_\_\_\_ received by\_\_\_\_\_**