

Stallion Breeding Contract

Spotted Hills Ranch

David and Shawwna Smallwood

194 E. Thissel Road, Post Office Box 55.Contract Number _____

Tidewater, OR 97390

(541) 528-7081

This contract for the breeding season of 20__ is made on the __ of _____, 20__ is by and between David and Shawwna Smallwood of Spotted Hills Ranch and _____.

The stallion _____: Registration Number _____ will be bred to _____: Registration Number _____, For the fee of \$_____ for a live foal, subject to the following conditions.

1. Stallion fee includes a non-refundable booking fee of \$ _____, payable with this contract. The balance of which must be paid with all other expenses including but not limited to boarding and breeding when the mare is picked up or when mare is invoiced, which ever is first. Invoices are payable upon receipt. Mare owner may not remove mare from breeder's possession until all expenses are paid in full. Mare owner shall be responsible for all fees incurred for collection of breeding, boarding, and veterinary fees. In addition the mare owner will surrender the mare including the registration papers to the stallion owner, breeder, boarder, and/or veterinarian for amount owed to any and all of the above if accrued costs are 60 days past due.

2. Breeder agrees to provide suitable facilities for the care and feeding at the rate of \$_____/dry Or \$_____. ___/wet per day.

3. Breeding season shall be from February 1 through July 1. Stallion owner and/or breeder can lengthen or shorten the breeding season a their discretion.

4. Veterinarian will be called to the ranch for examination or treatment of mare, only after agreement from mare or foal owner. However, in the event of an emergency a qualified veterinarian will be called for the mare or foal without notification to the owner. All veterinarian and farrier expenses will be paid by Mare Owner.

5. Mares that are not halter broken will not be accepted.

6. The mare shall be in sound and healthy breeding condition, free from infectious, contagious or transmittable diseases. And the owner maybe liable for treatment and loss of use of breeders and boarders horses if the owner does bring a sick and contagious animal for breeding. The following vaccinations are required: a. Encephalomyelitis (eastern and western) b. Tetanus c. Influenza d. Equine Rhinopneumonitis Horses must be on a veterinarian approved deworming program. If the previous requirements are not met, Breeder's veterinarian will examine and/or test the mare at the mare owner's expense. Breeder reserves the right to refuse mare if not in proper condition, health or weight.

7. Mare owner agrees to pay \$350.00 to have mare foal on breeder's premises. The mare owner shall pay all veterinarian expenses incurred in connection with the foaling.

8. 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. Regardless if the mare becomes in foal the mare owner is still responsible for associated costs that are not limited to boarding, veterinary and booking fee.

9. 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, only if breeder is notified within two weeks of birth, abortion, or veterinary confirmation.

10. Mares must remain at the Breeder's premises until they have received a 14 day pregnancy check from the veterinarian, or mare owner must provide written proof from mare owner's Veterinarian of pregnancy for a live foal guarantee.

11. It is agreed that should the mare 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 February 1, through July 1 or the following year.

12. A breeder's certificate will be issued for the foal, conceived by this mating, when the stallion fee and all other expenses have been paid in full.

13. Both parties agree that the stallion owner/breeder/ranch and any person associated with stallion owner/breeder/ranch is not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal. It shall be the mare owner's responsibility to maintain mortality insurance on mares and foals if desired.

14. It is further agreed that should the above named stallion die, be sold by owner or become Unfit for service, that breeding fee less the booking fee will be refunded, thereby canceling this entire contract; or if the mare dies, becomes unfit to breed before being announced safe in foal, the breeder will accept another mare according to paragraphs 4 and 5 as a replacement.

15. This contract is non-assignable and non-transferable.

16. Additional Conditions:

17. This contract represents the entire agreement between both parties. No other agreement or promises, verbal or implied, are involved unless specifically stated in this written contract. When mare owner and breeder sign this contract, it will be binding on both parties, subject to the above terms and conditions of Lincoln County of the State of Oregon.

18. As in every contact, both parties enter into this agreement in good faith, resulting in a live foal.

Spotted Hills Ranch, David or Shawwna Smallwood
194 E. Thissel Road Post Office Box 55 Tidewater, OR 97390
Phone (541) 528-7081

Mare Owner's Signature
Address
Telephone