

*Twelve Oaks Quarter Horses
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2008

BREEDING CONTRACT

This contract, dated _____ between Mare Owner _____

and Twelve Oaks Quarter Horses(Farm) is for one breeding service to the stallion **LEOS NIGHT HEAT, Reg. # 3955618** for the mare _____, Reg. # _____ for the 2008 season at **\$1,000.** (Includes Booking/Collection/ Breeding Fees and KY sales tax).

This agreement is subject to the following terms and conditions:

1. **Fees and Expenses:** A non-refundable booking/collection fee of **\$100** is due with the signed contract. The balance of the breeding fee is due on or before the mare is allowed to leave the farm. Payment plans are available upon request and must be in writing. Boarding, farrier, and other expenses will be payable upon receipt of an invoice or when the mare leaves the Farm, whichever comes first. Mares that are being hauled into the Farm for breeding and not staying at the facility are required to have the full breeding fee paid or a payment plan established in writing before the first breeding. Veterinarian expenses will be billed separately and paid to the veterinary clinic rendering the services. To allow sufficient time to prepare the final billing, the Breeder requires 48 hours advance notice when the Mare Owner wishes to remove the mare from the Farm. Visa and MasterCard are accepted with a 3.0% service charge for doing so and can be left by the Mare owner to be utilized to cover breeding fees and associated costs.

_____ Mare Owner initials required to utilize MasterCard or Visa.

2. **Mare Registration:** A copy of the mare registration papers, with current information listed must accompany the contract. If the mare is under a lease agreement, that document must also accompany the breeding contract.

3. **Fees:** Mare Owner agrees to pay for care and expenses associated with such while at the Farm. Daily fees for care of dry (non-nursing) mares shall be **\$13.50** per day and **\$16.00** per day for wet (nursing) mares. Should the Mare Owner request the above mare to foal on Farm premises, a foaling fee of **\$250.** will be assessed and it is understood that a reservation and deposit are required by December 1 of the breeding year in order to utilize this option .

4. **Billing and Payment:** All expenses must be paid upon receipt of statement. No mare shall be allowed to leave the farm without having the account paid in full or arrangements have been made in writing. An interest rate of 1.5% per month will be added to all balances over 30 days old. In the event that the account is not paid in 60 days from the date of the monthly statement, and arrangements have not been made in writing, the Breeder shall reserve the right to refuse any breeding services to the mare until the account is brought current. All veterinarian services will be billed directly from the veterinarian and will be payable directly to the veterinarian rendering the services. All checks returned for any reason will have a \$35. service fee applied.

5. **Veterinarian's Certificate:** The Mare Owner represents that the mare will be in a healthy and sound breeding condition, free of all transmittable diseases. A veterinarian's health certificate along with worming, vaccination records, and current Coggins documentation shall be furnished upon delivery of the mare to the Farm. If these documents are not presented upon the mare's arrival, the Breeder shall have the attending veterinarian conduct proper testing and evaluations at the mare owner's expense. All vaccinations must be given prior to the arrival to the Farm. If vaccination schedule does not verify that the mare has been properly vaccinated, the mare will be transported to the veterinary facility and held in quarantine until examinations are conducted to assure that the mare is not in a contagious state and vaccines will be given prior to the arrival back on the Farm. All expenses related to the vaccinations and quarantine will be at the owner's expense.

6. **Sound Condition:** The Mare Owner warrants that the mare is in sound breeding condition and free from infection and disease. In the opinion of the Farm attending veterinarian, a mare found not to be in sound breeding condition will not be bred. In such a case, the Mare owner may substitute another mare within the same breeding season.

7. **Breeding Method:** The Breeder agrees to diligently attempt to settle the mare and shall have sole discretion in determining the best method of breeding for the mare. If however, the mare does not settle, the Breeder and stallion owner shall be held harmless.

8. **Live Foal Guarantee:** The Mare Owner is guaranteed one live foal per this contract. The term live foal means that the foal resulting from the breeding shall stand and nurse for twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Breeding Fee, however there will be a \$150.00 collection fee, providing proper written notification is given to the Breeder within one (1) week of the death of the foal. Proper notification shall be defined as a written certification by a licensed veterinarian within one (1) week of the death of the foal, that the Mare has aborted, or produced a non-viable foal. The Mare Owner shall certify in the notice that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the Mare's departure from the Breeder's farm. The Breeder does not guarantee a live foal for any Mare not having been ultrasound thirty (30) days safe in foal by an attending veterinarian.

9. **Embryo Transfers:** In the event that an embryo from the referenced breeding is sold, the live foal guarantee will be null and void. The Breeder strongly encourages embryo insurance in such situations. Should more than one embryo result from the breeding, Mare Owner agrees to pay additional breeding fee equal to the original breeding fee for each additional embryo collected.

10. **Liability:** It is understood that the Breeder, Stallion Owners, Farm owners, employees, veterinarians, agents, and guests shall not be liable for any failure to settle, injury, escape, sickness, disability, or death of any horses on its premises. The Mare Owner whose mare is under the care of the Breeder shall not be liable or responsible for any damage, injury, or death to the Breeder's farm, stallions employees, veterinarians or other animals in the care of Breeder caused by the mare.

11. **Breeding Season:** The breeding season in force for this agreement shall begin February 1st and close July 1st of the year on this contract.

12. **Substitution:** In the event that the Stallion dies or otherwise becomes unfit or unavailable for breeding, or if the Mare dies during the breeding season, then the Mare Owner may substitute another Mare to another stallion on the Breeder's Farm, as may be agreed by both the Mare Owner and Breeder. If another stallion is not available, this agreement will become null and void, the stud fee (less the booking fee) will be refunded to the Mare Owner, and the parties to this agreement will be released from any further rights, obligations, or liabilities hereafter.

13. **Breeder's Certificate:** A breeder's certificate will be issued only after Mare Owner has notified Breeder that the Mare has produced a live foal and all bills have been paid in full.

14. **Binding and Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the booking/collection fee shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

15. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as a single contract, and may be transmitted via facsimile, with facsimile signatures binding to the party so signed.

16. **Non-Payment:** In the event that the Mare Owner defaults on payment for charges or costs associated with this contract, the Breeder may assert lien rights and pursue all remedies available pursuant to Kentucky law.

Mare Owner Information

Twelve Oaks Quarter Horses (Breeder)

Mare Owner/Agent (Signature)

Agent (Signature)

Phone Contact

Date

Billing Address

City, State, ZIP