



ON-FARM BREEDING CONTRACT

I hereby confirm my booking for one service during the **2020** breeding season to the stallion Cats Emoji
AQHA # 5740413, owned by Gabe & Reata Clark, hereafter referred to as "Stallion Owner", and managed by Rising C Equine, hereafter referred to as "Stallion Agent" and "Breeding Farm" for:

Mare _____ Registry/ Reg. No. _____

Mare's Color: _____ Age: _____ Markings/Brands: _____

Anticipated Breeding Date: _____ Last Foaling Date: _____ Referred by: _____

Such confirmation is based upon our agreement as follows:

1. Payments due from Mare Owner:

- ⤴ Breeding Fee for Stallion: \$ 1,000.00 (includes \$200 non-refundable booking fee).
- ⤴ Collection Fee for Stallion: \$ 250.00
- ⤴ Veterinary charges & mare care (\$20/day dry, \$22/day wet; if mare has to be kept separated from other horses or needs to be kept in a stall, additional board charges apply) billed separately on a monthly basis; ALL charges must be paid in full before mare leaves Rising C Equine.

2. The mare shall arrive at the farm in healthy and sound breeding condition. A current negative Coggins, health certificate, vaccinations within the previous 6 months (Eastern & Western Encephalomyelitis, Rhinopneumonitis, Influenza, and tetanus), and proof of a current **negative uterine culture** (unless mare is a maiden and has not been bred before) is **required** prior to arrival at farm. Mare owner agrees to pay for any and all veterinary and boarding expenses incurred while mare is at breeding farm.

3. The mare must be halter broken. Stallion Agent will not be liable for accident, sickness, or death of said mare and/or accompanying foal, and agrees to exercise best judgment while mare and/or foal are at breeding farm. It is also agreed that mare owner will not be liable for any disease or injury to said stallion.

4. Stallion Agent and/or Stallion Owner reserve the right to refuse substitution of another mare unless the original mare has been deemed unfit for breeding.

5. Live Foal Guarantee

- ⤴ This contract contains a "LIVE FOAL GUARANTEE". A live foal is described as a newborn which stands and nurses without assistance. If a foal is born dead, there are re-breed privileges only IF STALLION AGENT IS NOTIFIED WITHIN ONE WEEK BY A VETERINARIAN'S STATEMENT CONFIRMING THE DEATH.
- ⤴ It is agreed that should the mare miscarry, abort, or prove barren after being pregnancy checked and found to be in foal, the Mare Owner has REBREED PRIVILEGES TO REBREED SAID MARE FOR BREEDING DURING THE IMMEDIATE FOLLOWING YEAR, from the date of this contract, as long as mare owner can certify that mare was

given Rhinopneumonitis vaccinations at the appropriate intervals throughout pregnancy. Open mares that are to re-breed to the stallion for a qualified re-breed shall be at the receiving veterinarian's or breeding farm ON OR BEFORE MARCH 1st OF THE IMMEDIATE FOLLOWING YEAR. A substitute mare may be used if original mare is deemed unfit for breeding, at the discretion of Stallion Agent. However, Mare Owner agrees to maintain the bred mare in good condition during the term of her pregnancy.

6. It is further agreed that should the stallion die or become unfit for service, the stud fee, less the booking fee shall be refunded to the Mare Owner. (Stallion Agent and/or Stallion Owner will determine unfitness). Also, neither the Stallion Owner(s) or agents guarantee the conception rate, quality of semen, or productivity to be obtained in connection with the use of its products or recommended techniques.
7. Registration certificate: Breeding certificate shall only be issued when all fees (service, board, and veterinary charges) have been paid in full and mare has been confirmed in foal via ultrasound by a licensed veterinarian at 15 days and again at 45 days after breeding. Stallion Owner(s) and Stallion Agent agree to execute all necessary documents of the registration of the offspring of the breeding. Stallion Owner(s) and/or Stallion Agent will not be responsible for registration of the resulting foal. In the event the breeding fees are not paid in full, mare will not be included on the breeding report and any fees associated with getting the breeding reported by the Stallion Owner(s) to the breed association (AQHA/APHA/Jockey Club etc) will be paid by the Mare Owner. This includes any late or penalty fees. Stallion Owner(s) will also not be responsible for any late fees associated with submitting a late Shipped Semen Report, if applicable.
8. All board, farrier care, veterinary and other medical charges are payable monthly as and when billed, and all charges are in addition to stallion breeding fee. All charges must be **paid in full** before mare is picked up.
9. Stallion agent agrees to diligently try to settle said mare up to and including **June 30, 2020** (unless otherwise arranged at time of signing of this contract). Mare owner agrees to give stallion agent ample opportunity to settle mare (having bred her through two heat cycles, or being certified in foal by a licensed veterinarian). If, however, for any reason, she does not settle, mare owner will hold stallion agent harmless.
10. This contract is entered into in the State of Wyoming and will be interpreted and enforced under the laws of that State. Venue for any litigation is Sheridan County. Mare owner will be required to pay any and all legal fees of the Stallion Owner and/or Stallion Agent if found to be in violation of this contract.

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

PAYMENT ACCEPTED: CASH, CHECK (made payable to Rising C Equine), VISA, or MASTERCARD.

A COPY OF THE MARE'S REGISTRATION PAPERS MUST BE RETURNED WITH THIS CONTRACT.

Stallion Owner: _____ Stallion Owner Signature: _____

Mare Owner: _____ Address: _____

Telephone: _____ Email: _____

Mare Owner Signature: _____ Date: _____

Name of Mare Owner as it should appear on Breeder's Certificate: _____

Questions? Contact Powder River Vet Hospital at (307) 763-6073

Website: www.risingcequine.com Email: risingcequine@gmail.com Fax: (866) 283-1241