

BREEDING CONTRACT

THE RED BARN FARM

104 Red Barn Rd.

Bernice, La. 71222

318-285-4301

THIS AGREEMENT is made by and between Amanda BeDoit or Sue Abbott, residing at 104 Red Barn Rd. Bernice, La. 71222 hereinafter referred to as "Stallion Owner and

_____, located at _____
hereinafter referred to as "Mare Owner".

1. FEES

- a. Inconsideration of \$300.00 dollars Stallion Owner hereby agrees to breed the stallion Major's Big Mack, a registered Missouri Foxtrotter, to
(name of mare) _____
(breed of mare) _____,
a mare owned by _____
- b. Mare Owner agrees to pay said \$300.00 upon the mares arrival and prior to any breeding.
- c. Mare care at the rate of \$5.00 dollars per day will be paid by the Mare Owner at the time the mare is picked up.
- d. In the event that the Mare Owner's mare does not conceive and become in foal after one heat cycle, Stallion Owner agrees to breed said mare again one time within the same or next breeding season but no later than July of that year for the cost of the care of the mare.
- e. In the event said mare does conceive but does not deliver a live foal, Stallion Owner agrees to give Mare Owner the right to an additional service to said mare one time within the next breeding season but no later than July of that year for the cost of the care of the mare.
- f. If prior to the breeding of said mare or after the mare has been bred but not checked in foal, said stallion or mare dies or becomes unfit for service as so declared by a licensed veterinarian, then this Agreement shall become null and void and the stud fee of \$300.00 paid by Mare Owner, not including expenses, shall be refunded. **Mare must be check in foal by a licensed veterinarian with in 45 days of the last breeding date.**
- g. Stallion Owner shall have no further liability hereunder for servicing said mare. For the purposes of this ~ Agreement, "Live foal means a foal capable of standing and nursing without assistance within 24 hrs. post-birth. This is to be evidenced by a written statement from a qualified veterinarian. This statement must also state that said mare was properly vaccinated against Rhinopneumonitis, and is the responsibility of the Mare Owner to insure that said vaccination is carried out. In the event that the Stallion is not able to re-service said mare, the stud fee of \$300.00 will be refunded to the Mare Owner.
- h. This contract is null and void if Mare Owner fails to pay listed fees. This contract shall not be assigned or transferred. There shall be no refund or carry-forward of fees under any circumstance other than those stated above.

2. SHIPPED SEMEN

- a. Shipped semen has an additional cost of \$100.00. This fee covers semen collection, processing, packaging for shipment, the shipping container, Federal Express or air freight charges and if applicable, courier transport to the airport. The deposit required in advance for these costs will cover the first shipment. Should further shipments be required, additional collection and transport/shipping fees shall apply and Mare Owner shall be

billed for these additional costs.

b. Mare Owner understands that be/she must provide at **LEAST 48 hours** advance notice to Stallion Owner for semen collection and shipment. The stallion is collected between noon and 1 pm daily. If less than 48 hour notice is given and/or notice is given after daily collection time the request will be accommodated if reasonably possible.

c. Mare Owner agrees to the following for each shipment of semen:

- 1.** Pay the Stallion Owner before each semen shipment a fee of \$100.00 covering costs related to collection, processing, packaging and delivery.
- 2.** Pay Stallion Owner a \$ 250.00 deposit on the Equitainer. This deposit will be fully refunded when the Equitainer is returned, without damage and all parts intact.
- 3.** Return Equitainer to breeding facility within 24 hours after insemination. If Equitainer is not received within 5 days from shipment Mare Owner will be assessed a \$25 daily rental fee.
- 4.** In the event that an overnight delivery is possible, Mare Owner may choose to have the semen shipped in a disposable container and therefore forego the deposit and return fees of the Equitainer.
- 5.** Stallion owner makes no guarantees on the transport of shipped semen in the Equitainer or disposable container other than all the proper procedures will be followed in the collection and packaging of the semen being transported.
- 6.** It is understood that the burden of conception is placed on the Mare Owner, veterinarian, technician or insemination station. It is understood that the mare must be bred immediately, on the same day the semen is received and proper methods of handling must be used.

3. HEALTH & OTHER REQUIREMENTS

- a.** All mares must be accompanied by a current negative Coggins test for Equine Infectious Anemia.
- b.** All mares to be bred will be paste wormed and vaccinated for tetanus upon arrival at Mare Owner's expense.
- c.** Only mares in good health and proper flesh will be accepted for breeding.
- d.** Stallion Owner agrees to use reasonable care and caution for said mare while in her possession or control, pursuant to this Agreement, and is authorized by Mare Owner to obtain any necessary veterinarian or farrier care as required with assurance of full payment by Mare Owner for any and all treatment so made.
- e.** Mares that are not halter broke will not be accepted.

4. LIABILITY

Mare Owner agrees to assume and Stallion Owner shall NOT be liable for any sickness, disease, theft injury or death which may be suffered by the mare and/or foal at her side or any other cause of action whatsoever arising out of this breeding contract during the time that the mare is in the custody of the Stallion Owner, except for any by the Stallion Owner, her agents, officers contractors or employees that amount to gross negligence. Mare Owner understands that Stallion Owner does not carry any outside insurance on horse(s) that are in her possession for breeding or boarding.

5. BREEDING CERTIFICATE

- a. Stallion Owner agrees to execute all necessary documents of the registration of the offspring.
- b. Mare Owner will be solely responsible for registration of the resulting foal in the appropriate breed registry and will pay all associated fees or expenses.

6. ASSIGNMENT/TERMINATION

This Agreement shall not be assigned or transferred by either party hereto without the consent of the other. If the mare is to be rebred and her Owner fails to deliver her for breeding the following year, then any and all fees paid shall be non-refundable and this contract is thereby cancelled.

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

7. GOVERNING LAW

This Agreement is governed by and in accordance with the laws of the State of Louisiana. Mare Owner hereby grants Stallion Owner a lien upon security interest in the mare and any foal produced by a breeding under this contract to secure payment of all respective obligations and amounts due under this contract. Any of the above parties so exercising a lien may, at any time and until all amounts are fully paid, file a photocopy of this contract in the county/parish and state in which the mare and foal are kept, or where the Mare Owner resides, and when so filed, the copy shall be effective as a financing statement, as well as the security agreement. Mare Owner grants Stallion Owner power of attorney to execute UCC filings on behalf of same.

8. ENTIRE AGREEMENT

This constitutes the entire Agreement between parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modification or additions will be considered to be part of this agreement unless reduced to writing and signed by all parties.

Mare Owner's Signature

Stallion Owner's Signature

Print

Print

Date

Date

Witness signature

Print

Date