

# Breeding Contract

This agreement is made by and between \_\_\_\_\_  
herein referred to as "Owner of Mare" and *Lisa and Jude Spors-Murphy* herein after  
referred to as "owner of Stallion," On this Date \_\_\_\_\_, 2008.

## **Stallion: Black Hat Knight Raven**

Name of Said Mare: \_\_\_\_\_

Age: \_\_\_\_\_

Markings: \_\_\_\_\_

## **Responsibilities of the owner of the Mare:**

The mare owner guarantees that the mare is healthy and in sound breeding condition.

The Mare shall:

- 1 Be deemed clean and serviceable by licensed veterinarian
- 2 Have current vaccinations
- 3 Have no shoes at the time of breeding

## **Management:**

The mare will be serviced during her first visible heat cycle on an every other day basis.

The mare will be hand bred with the stallion.

## **Determination of Pregnancy:**

A licensed veterinarian and a record of said verification shall determine viable pregnancy with in 90 days of her last cover. If the veterinarian determines pregnancy was not achieved within the first 90 days of last cover the owner has a right to breed back to the same stallion in the original breeding year or by June 30<sup>th</sup> of the following breeding season of the following year. Mare care will be an additional charge if the mare is brought back for breeding.

## **Additional Services:**

The Owner of the mare agrees to pay for all veterinary care, farrier services, shipping charges, boarding and trailering fees required by the mare and/or mare and foal, before leaving premises.

## **Breeding Fee and Boarding:**

The breeding fee is \$600.00 for each mare Live Cover. The fee will be \$800.00 for Artificial Insemination plus additional fees for collection and shipping. These fees should not exceed \$400.00 for the 2009 breeding season unless semen is shipped outside the country. Multiple Mare discount of \$100.00 Boarding fees for mare care are \$10.00 per day unless other arrangements are made. Hay, fresh water and daily stall cleaning are provided.. The mare shall be fed a minimum of 2x per day. Grain will be supplied by owner of the mare.

**Liability:** The stallion owner shall not be liable for any sickness, disease, theft death or injury which may be suffered by the mare and /or Foal at her side or any other cause of action arising out of this breeding contract during the time that the mare is in the custody of said owner, except for any acts by the owner of the stallion that amount to gross negligence. Owner of the mare fully understands that owner of the stallion carries no outside insurance on the horse that is in their care for breeding and boarding.

**Artificial Insemination:**

This contract is for a "Live Foal Guarantee" (meaning a foal that can stand and nurse and lives more than 48 hours). If said foal is born dead or dies before the above time period, there are return privileges for the 2010 season only. This guarantee will only apply if Meadow Creek Morgans is sent a **satisfactory veterinary certification within 10 days of the death of the foal**, setting forth the details thereof and certifying that such abortion or death did not result from any act of omission of mare owner, that all due care had been exercised and that the mare had been afforded all reasonable protection. **After 10 days, this guarantee becomes null and void.** If said mare fails to become pregnant or if after being pronounced in foal, she should miscarry/abort, the client has the privilege of returning her for breeding during the current breeding season of March 15, 2009 through July 15, 2009, or the following scheduled breeding season of 2010 **only**. All collection and shipment fees will still apply.

This contract is also for a "Live Foal Guarantee." Meadow Creek Morgans guarantees a free rebreeding of the same mare within the breeding season of 2009. All other fees will still apply for collection.

The transported semen may only be used for the mare designated on this contract and all excess semen must be destroyed. Should the semen be used on a mare other than the mare specified in this contract without Meadow Creek Morgan's permission, this contract becomes null and void and registration papers will not be signed by Meadow Creek Morgans for registration of any foals.

The stallion owner assumes responsibility only to ship live or frozen semen in viable condition when it leaves here to mare owner and will provide documentation attesting to this fact with each shipment. The stallion owner will ship semen up to two times per estrus cycle and will repeat these shipments up to three cycles each year in both the first breeding season of this contract and its following year only. If said mare fails to settle on the first two heat cycles, Meadow Creek Morgans must be provided with a new certificate of negative uterine culture before any further shipment will take place. Stallion owner agrees to consider a substitution of another approved mare if the original mare fails to settle after three attempted heat cycles. Any substituted mares will be subject to all the same above contractual requirements before semen is shipped. Should said stallion die, become unfit for service or be sold, the stallion fee less the booking fee will be refunded or a substitution of a comparable stallion owned by Meadow Creek Morgans may be used at Meadow Creek Morgan's discretion and if client is interested.

All requests for semen shipment must be made by 4PM Mountain time of the day preceding the requested semen shipment to guarantee collection and shipment on the following day.

Prior to the time of the first semen shipment, Meadow Creek Morgans must be furnished with a copy of a **negative uterine culture** certifying that the mare is free of infection and in sound breeding health and be taken within 45 days before first shipment is needed. All semen must be administered by a licensed veterinarian on the day of delivery; otherwise, all conditions of this contract will become null and void. This contract is for the birth and registration of one foal only.

**Breeding Certificate:**

Breeding fees are to be paid in full before the mare leaves owner of stallions property.  
Breeding certificate will be provided when all breeding fees are paid.

**Entire agreement:**

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

**Signature indicates that the owner understands and agrees to the terms and conditions of this contract.**

Owner of mare's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail \_\_\_\_\_

Phone \_\_\_\_\_

Owner of Stallion name: Lisa and Jude Spors-Murphy Date: \_\_\_\_\_

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