O-O Barrel Horses

Philip & Andrea Huft

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**On Site Breeding Contract**

The **STALLION BREEDING CONTRACT** for the breeding season of 2020, is made and entered into this \_\_\_

Day, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, is by and between Philip & Andrea Huft, hereinafter designated Breeder, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg #\_\_\_\_\_\_\_\_\_\_\_, to the stallion **FRENCHMANS ELVIS**, No. 5033007 for the fee of **$1,000.00**, for a live foal, subject to the following conditions. The stallion fee includes a non-refundable booking fee of **$200.00** payable with this contract.

1. Signed contract must be returned to Breeder with a copy of mare’s registration papers, front and back with the booking fee. The balance of the stud fee is due when mare is dropped off at Breeder’s. NO EXCEPTIONS!
2. Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in their custody. Mare Owner agrees to pay for care and feed at the rate of $10 per day for dry mares and mares with foals at side. If grain is needed, it must be provided by Mare Owner. Mare Care will increase to $15 per day for any mare left beyond one week (7 days) of mare being confirmed pregnant.
3. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Mare Owner assumes responsibility for veterinarian services as necessary. Breeder’s veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of mare and/or foal. From time mare is left at Breeders, if she fails to come into heat within 7 days, a Veterinarian will be used to ultrasound and determine where mare is at in heat cycle and if the use of lutalyse or estrumate will be useful to bring the mare into receptive heat. Ultrasounds will be repeated as necessary and under the advice of a veterinarian. All veterinarian expenses will be paid by Mare Owner prior to mare leaving Breeders premises.
4. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. Mare must have a current negative Coggins Test if from outside of MT. Mares not halter broke will NOT be accepted.
5. Breeder agrees to diligently try to settle the mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless.
6. Mares on premises of Breeder have a breeding priority on any given breeding day and determine the collection schedule. Therefore, Breeder makes no guarantee that semen will be available for non-collection days. Breeder will collect the stallion during the breeding season starting **April 15 through June 1**.
7. Both parties agree that Philip or Andrea Huft, the Breeder, their agents, or employees are not liable for death, sickness, and/or accidents including consequential damages caused to the mare and/or foal.
8. IT IS THE MARE OWNER’S RESPONSIBILITY TO INFORM BREEDER’S OF MARE’S PREGNANCY STATUS. If Breeder is not notified of mare’s pregnancy status within 30 days post service, a $150 re-breed fee will be due before rebreeding the mare if pregnancy is not achieved previously.
9. Live foal guarantee by Breeder is contained herein with return privilege for the year immediately following. “Live foal” means that the foal resulting from the breeding stands alone, nurses, and lives for 24 hours. If foal is born dead or dies within 24 hours this guarantee only applies if the mare owner a) notifies breeder within 72 hours after the time of foaling that the mare did not produce a live foal and b) within ten days after the mare owner’s notice, the mare owner provides the breeder with a statement from a licensed veterinarian giving the particulars required to substantiate the failure of mare to produce a live foal. A replacement mare may be substituted for the 2021 breeding season at the Breeder’s discretion if the mare named in this contract is unsuitable for a rebreed. Rebreeds are NOT transferable.
10. A breeder’s certificate will be issued by the stallion owner for each live foal born as a result of breeding services herein provided. All fees and expenses pertaining to this breeding must be paid in full prior to issuance of certificate. Breeder must be notified that the mare foaled before breeder’s certificate will be sent to mare owner.
11. Mare is subject to approval by Breeder. If mare named in contract does not meet Breeder’s requirements, this contract will be null and void and booking fee will be returned to Mare Owner. Mare Approval Form must be completed in its entirety before Breeder will approve mare to be bred in this contract.
12. It is understood that should **Frenchmans Elvis** die or become unfit for service, this contract shall become null and void and the stud fee less the booking fee shall be refunded to the owner.
13. This contract is NOT transferable unless agreed upon with Breeder.
14. Any dispute of this contract will be governed by the laws of the State of Montana and venue of any dispute arising from this contract will be in Fallon County, Montana.

**Mare Owner Information**

I, the below signed, have read this contract and agree to its contents. All information is true and correct and the above named mare shall be bred to **Frenchmans Elvis** in the 2019 breeding season.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Office Use Only:

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| --- | --- | --- | --- |
| BOOKING FEE | STUD FEE BALANCE | MARE CARE | VETERINARY CARE |
| Date Paid: | Date Paid: | Date Arrived: |  |
| Check #: | Check #: | Date Left: |  |