

## **BREEDING CONTRACT**

### ***The Virginia Coal Miner***

This contract for the breeding season of \_\_\_\_\_, is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_(year), is between Doug Ripley, hereinafter designated as breeder, and the mare owner \_\_\_\_\_. Mare owner agrees to breed the mare \_\_\_\_\_ to the stallion, "The Virginia Coal Miner", for the fee of \$600, for a live foal, subject to the following conditions.

1. The stallion fee of \$600 shall be paid when the mare is delivered to the breeder, or before semen is shipped. All other expenses must be paid when the mare is picked up, unless other prior arrangements have been made.

2. Breeder agrees to provide a suitable facility for the care and feeding of the mare and/or foal while in her custody. Mare owner agrees to pay for the care and feed at the rate of \$8.00 per day, and \$10.00 per day for mares with foals.

3. If said mare must be bred by AI (Artificially Inseminated), a separate fee will be charged for collection and shipping. See Shipped Semen Contract

4. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. If mare is left through her cycle, breeder assumes responsibility for arranging veterinarian services for routine mare examinations (palpation and/or ultrasound) to determine if said mare is in foal. Mare owner will pay for all veterinarian and farrier expenses incurred during her stay at K & D Stables.

5. The mare shall be easy to handle and at least halter broke, in healthy and sound breeding condition, and free from infections, contagious, or transmissible disease. The breeder reserves the right to ask for copies of coggins papers, veterinarian's health certificate, and a veterinarian's statement confirming a negative uterine culture, that pertains to the mare in question. All mares must show proof of current **negative coggins test** within the past 12 months. Coggins date: \_\_\_\_\_. Lab accession number \_\_\_\_\_. The breeder reserves the right to refuse mare if not in satisfactory condition.

6. Stallion owner reserves the right to refuse the breeding of any mare that is deemed dangerous to either the stallion or persons handling the stallion and/or mare.

7. Breeder agrees to diligently try to settle mare (breed through her current cycle); however, if mare fails to settle, for any reason, mare owner will hold breeder blameless. Mare owner agrees to give breeder ample opportunity to settle mare and not remove the mare before the end of her estrus cycle.

8. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal, which stands and nurses without assistance. The Live Foal Guarantee is subject to the following conditions:

- a. Mare owner agrees to have a veterinarian confirm pregnancy within 30 days of last breeding date. Knowingly allowing a mare to carry twins will void the LFG.
- b. Mare owner must immunize the mare for equine rhinopneumonitis (equine herpes type 1) at months 5, 7, and 9 of pregnancy.
- c. If foal is born dead, Stallion Owner must be notified within 2 days of foaling. A veterinarian's statement confirming death may be required.
- d. If after being pronounced "safe in foal", the mare should miscarry, abort, or prove barren after leaving the breeder's premises, mare owner has the privilege to return her within 18 months from the original breeding.
- e. Mare owner agrees to remove mare from fescue pasture and/or hay no later than the last 2 months of pregnancy.

9. Both parties agree that Doug Ripley, the breeder, his agents or employees are not liable for death, injuries, sickness, escapes, and/or accidents including consequential damages caused to the mare or foal. The mare owner is not liable for death, sickness, and/or accident including consequential damages to the stallion.

10. It is further agreed that should the stallion die, be sold by the owner, or become unfit for service prior to settling the mare, that 100% of the paid breeding fee will be refunded, thereby canceling this entire contract.

11. Should the original mare prove unbreedable, die, or become unfit to breed before being pronounced safe in foal, the mare owner has the option to substitute another mare as a replacement. All provisions of this contract shall apply to any substitute mare furnished for breeding pursuant to the terms of this contract.

12. Shipped semen: It is the mare owner's responsibility to call in advance of the planned breeding date to check the collection and shipping schedule. Please call K & D Stables at 256-303-0603 with information regarding semen shipment scheduling. All fees including stud fee must be paid prior to the shipment of semen. Each additional shipment of semen will require the normal collection and shipping fee.

This contract represents the entire agreement between the parties. No other agreements of promise, verbal or implied, are included unless specifically stated in this contract.

Signature of mare owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of breeder \_\_\_\_\_ Date \_\_\_\_\_

When mare owner and breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions.