

This STALLION BREEDING CONTRACT for the breeding season of 2010, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between DK Quarter Horses, hereinafter designated Breeder, and \_\_\_\_\_, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare, \_\_\_\_\_, Registration # \_\_\_\_\_ to the stallion, WATCH WINCHESTER WIN, Registration # 3431984 for a fee of **\$850.00** for a live foal, subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$100.00, and for the breeding season of 2010, a booking fee of \$100.00 if directly purchased through the breeder. Any booking fees will be deducted from the stallion breeding fee.
2. Breeder agrees to provide suitable facilities for the care and feed of mare while in his custody should they be needed. Mare owner agrees to pay for care and feed at \$10.00 per day for wet and dry mares.
3. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare / foal. Breeder assumes responsibility for normal breeding conditions, and administer medical care as deemed necessary for the health and safety of the mare. All vet and farrier expenses will be paid by Mare Owner.
4. Mares that are not halter broken will not be accepted and must use shipped semen method of breeding.
5. The mare shall be in healthy and sound breeding condition, free from infectious, contagious, and transmittable diseases. A current negative Coggins Test as well as a copy of mare's registrations papers should accompany any mare that will be breeding on the farm. Breeder reserves the right to refuse the mare if not in satisfactory condition. If the mare is refused, the booking fee will constitute liquidated damages.
6. If breeding on the farm. Breeder agrees to diligently try to settle the mare; however, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle the mare.
7. This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal which stands and nurses without assistance. If foal is born dead, there are return privileges for the 2010 season only if Breeder is notified within 10 days and receives a veterinarian's statement confirming death. If the mare should miscarry, abort, or prove barren after a vet check, Owner has the privilege of requesting another shipment for a fee of \$150.00, and a collection fee of \$0.00, or returning the mare to the farm for additional breeding during the current breeding season, January 15, 2009 – June 25, 2009 or the following year, 2011.
8. A Breeder's Certificate will be issued for the foal, conceived by this mating, when stud fee and all other expenses due Breeder have been paid in full, and when mare has produced a live foal by this mating.
9. Both parties agree that DK Quarter Horses, The Breeder, and their agents are not liable for death, sickness, or accidents including consequential damages cause 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 the Breeder has the option to

substitute a stallion of refund 50% of the breeding fee. If the mare dies, or becomes unfit for breeding, the Breeder has the option to accept another mare, or refund 50% of the breeding fee.

11. The Mare Owner is responsible for any and all insurance on mare and foal, or shipped semen.
12. This contract is entered into the State of Ohio, and will be interpreted and enforced under the laws of that state.
13. Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney's fees as related to such breach.
14. This contract represents the entire agreement between the parties. Additional agreements or conditions should be specifically stated and initialed by each party.

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Breeder's / Agent's Signature

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Date

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Mare Owner's Signature

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Date

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Description of Mare ( Registered Name and Registration number, year foaled)

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\_Mare Owner's Contact Information

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Booking Fee of \$    received by

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