



email:

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FARM BREEDING SERVICE CONTRACT

This certifies that:

herein referred to as Mare Owner, agrees to breed the mare:

Registered Name: _____ **Breed:** _____ **Reg. No:** _____ **Age:** _____

To the Stallion:

COOLCLUSIVE, AQHA REG.NO: 4205468, (Genetically typed, HyPP N/N),

standing for the **20** season at a Breeding Fee of **\$1,500.00 Dollars.**

ACCS IMPRESSIVE QUARTER HORSES will be herein referred to as Breeder and/or Stallion Owner.

The breeding service is subject to the following stipulations:

1. Booking fee of \$500.00 Dollars to be paid upon execution of this agreement. The booking fee is not refundable.
2. The following fees are applicable and must be paid prior to delivery of mare to the breeding farm:
 - (2a) A non-refundable booking fee of \$500.00 Dollars is due at the signing and acceptance of this contract.
 - (2b) The balance of the breeding fee of \$1,000.00 Dollars must be paid in full prior to breeding.
 - (2c) Additional Chute/Collection Fees of \$300.00 Dollars are due prior to each breeding cycle of the mare.
 - (2d) All Breeding/Chute Fees are payable to: ACCS IMPRESSIVE QUARTER HORSES.
3. A photo stat copy of mare's registration papers (both sides) must accompany this contract.
4. Mare must be accompanied by current negative coggins, a veterinarian endorsed health certificate, free of infectious diseases, up to date on all vaccines, de-wormed, and halter broke.
5. All mare care & veterinarian fees are billed separately to mare owner by attending veterinarian & farm manager. No mare will be released from the breeding farm until checked in-foal by attending veterinarian and all invoices are paid in full. A 18% percent service charge will be applied to accounts older than thirty days.
 - (a) Mare Care: \$25/day dry, \$35/day wet.
6. The breeder agrees to diligently try to settle the above named mare during the 20 breeding season. The breeding season in force for this contract shall begin February 1st and close July 1st of the year covered by this contract.
7. Should the mare fail to conceive during that breeding season, the mare owner has the privilege to return the mare

to the farm for a subsequent breeding during following year's breeding season only. Any substitute mares are subject to approval by Stallion Owner.

8. Live Foal Guarantee. The stallion owner guarantees a live foal from this mating. A live foal means that the foal shall stand and nurse within 24 hours of birth. Mare owner agrees that the breeder, stallion owner and/or manager or any other agent of the breeder does not make any guarantees as to the quality or conformation of the foal, or that the foal will be free of an infirmity, conformation defect, disease, or inherited trait. If the mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed the following year only, providing proper notification is given.

Proper notification shall be defined as follows:

(8a) Written certification by a licensed veterinarian within seven days after the mare has slipped or produced a non-viable foal. The mare owner shall certify that such abortion or death did not result from any act or omission by the mare owner.

(8b) Mare must not have had her labor artificially induced, nor may she have been returned to an active performance career. Mare must have been given a Rhino-Pneumonitis vaccine in her 5th, 7th and 9th months of pregnancy. Non-adherence to foregoing in paragraph 6.(a) & 6.(b) shall deem a Live Foal/Live Color Foal Guarantee as null and void.

9. Color Foal Guarantee Definition. The stallion owner guarantees a life colored foal resulting from this breeding that will meet current APHA, PtHA & ApHC regulations for the regular registry as per following terms and conditions: In the event that the foal is not eligible for regular registry, or if the foal is registered as Breeding Stock and later advanced to the Regular Registry, the Mare Owner will be entitled to a rebreed the following year for a fee of \$750.00 Dollars. Collection & Processing Fee for Cooled Shipped Semen and/or additional fees for mare care at the Breeding Farm and veterinarian services are not included.

10. Refund of Fees. If the above named stallion should die or become unfit for service, this agreement shall be null and void. Stallion breeding fee, less non-refundable booking fee, will be refunded to the registered mare owner only.

11. Non-Assignment. This agreement cannot be transferred or assigned by the mare owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion.

12. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when all fees and expenses have been paid in full, and upon notification that the mare has produced a live foal.

13. Waiver of Liability. Mare owner shall hold stallion owner, stallion owner's heirs, successors and assigns harmless from any loss or damage, injury, sickness, disease or death of the mare or her offspring arising from the exercise of the breeding privileges granted herein. Likewise, neither will the mare owner be held liable for any injury, sickness, disease or death of the stallion arising from the exercise of the breeding privileges granted herein. Insurance for the mare and her offspring is the sole responsibility of the mare owner.

Mare Owner's signature on this contract certifies that he/she has read and fully understood all of the terms and conditions specified herein and accepts this contract as a legal and binding instrument on behalf of mare owner, mare owner's heirs, successors and assigns. This agreement constitutes the entire agreement between all parties with their signatures below. No other agreements, verbal or otherwise implied, are included.

When the above named mare owner signs and returns one copy of this contract to the breeder, it will be a binding contract on both parties, subject to its terms and conditions. This contract will expire if not signed and returned within Seven Business Days Following Receipt. Mare owner further agrees that this contract is made and entered into in the County of San Luis Obispo, in the State of California, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

Date: _____

Date: _____

(mare owner/mare owner agent's signature)

(stallion owner's signature)

(printed name of mare owner/mare owner's agent)

Address: _____

Phone: _____ / _____

City/State/Zip: _____

Email: _____