

**BREEDING CONTRACT - AI**

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_(day) of \_\_\_\_\_(month) in the year of \_\_\_\_\_ by and between \_\_\_\_\_(hereinafter referred to as "Mare Owner") residing at \_\_\_\_\_(address) and Tommy Thompson of Tommy Thompson Cowhorses (hereinafter referred to as "Owner of Stallion/Stud") located at 17411 Scaroni Ave. Shafter, CA 93263.

**WITNESS WHEREAS**, Owner of Stallion warrants that it is the legal owner or legal agent of Famoso Starlight, a 2005 homozygous black AQHA registered Stallion, Registration ID: 4777545. Famoso Starlight is N/N (negative and non-carrier) of HYPP, HERDA, PSSM 1, GBED and MH based on genetic testing report conducted by Animal Genetics Inc. on the date of April 22<sup>nd</sup>, 2013. He was shown to be homozygous for Black (EE) and heterozygous for Agouti (Aa). The Stallion Owner agrees to provide access to these documents upon request of the Mare Owner.

The Mare Owner warrants that it is the legal owner of \_\_\_\_\_(Name of Mare), \_\_\_\_\_(Registration Number) described as a \_\_\_\_\_(color), born in the year of \_\_\_\_\_ sired by \_\_\_\_\_ and out of \_\_\_\_\_.

AND WHEREAS, Famoso Starlight will stand at stud during the 2014 season at Tommy Thompson Cowhorses and the parties hereto agree to contract for services of the Mare Owner one season's booking for 2014 to the aforementioned stallion for the services of the mare named in paragraph 3 above. Therefore, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

**Booking Fee**

Upon payment of one-fourth (\$250) of the total breeding fee by Mare Owner to Owner of Stallion, which shall be non-refundable whatsoever, the Owner of Stallion does hereby agree to reserve for the Mare Owner one season booking for the year 2014 to Famoso Starlight for the services of the mare.

**Stud Fee**

Mare Owner shall pay to Owner of Stallion a fee in the amount of \$1000, (hereinafter referred to as "stud fee") plus any applicable sales tax and veterinary fees associated with obtaining/collecting and shipping semen. Half the total stud fee (\$500) is to be paid BEFORE the stallion is collected and the total stud fee (\$1000) must be paid in full before semen is shipped. Mare Owner agrees to pay said stud fee on the dates and in the amounts set forth immediately below.

Date/Amount:

- \_\_\_\_\_ \$250 – at booking
  - \_\_\_\_\_ \$250 – before collection of semen
  - \_\_\_\_\_ \$500 – before shipment of semen
- \$1000 total Stud Fee

Mare Owner's Initials \_\_\_\_\_

The normal breeding season shall be defined as from February 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

Owner of Stallion agrees to execute all necessary documents of the registration of the offspring of the breeding; provided, however, that said Breeder's Certificates will not be issued until all fees and expenses incurred hereunder have been paid in full by Mare Owner.

### **In Event Mare Does Not Take and Become In-Foal**

In the event that a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again for no additional stud fee at any time prior to the end of the following (2015) breeding season; provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion. It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the mare, including but not limited to collection and transport of semen, boarding fees and expenses, and veterinarian fees.

### **Live Foal**

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

### **Live Foal Guarantee**

Owner of Stallion gives a live foal guarantee. In the event a live foal, as defined above, does not result, Owner of Stallion will give a repeat breeding, as set forth herein below, if Stallion Owner is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owners mare. Either statement must be under the signature of a licensed Veterinarian.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of a minimum of Rhinopneumonitis vaccinations at 5, 7, and 9 months of pregnancy, regular, 12 week de-wormings, nutrition adequacy and that the mare was kept off of fescue pasture or hay within the 90 days prior to foaling.

### **If Stallion Unable to Re-Service**

In the event the stallion is not able to re-service said mare or the stallion dies. Owner of Stallion may substitute another stallion at Mare Owners option, or all monies paid by Mare Owner for the previous service, not including booking fee, boarding fees and veterinarian expenses, shall be refunded to Mare Owner.

### **Death or Unfitness of Mare**

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said mare dies or becomes unfit for service, as declared in writing by a licensed Veterinarian, in that event, this Agreement shall become null and void and all monies paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded. \_\_\_\_\_ (Initials of Mare Owner) \_\_\_\_\_ (Stallion Owner)

**Assignment, Transfer**

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party.

**Failure to Deliver Mare on Rebreeding**

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

**Default**

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default.

**Entire Agreement**

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

Dated: \_\_\_\_\_

Mare Owner: \_\_\_\_\_ (Signature)

Stallion Owner: \_\_\_\_\_ (Signature)

**Stallion Owner:** Tommy Thompson      **Mare Owner:** Printed Name: \_\_\_\_\_

661-496-8729      Phone Number: \_\_\_\_\_

[CaCowhorse@yahoo.com](mailto:CaCowhorse@yahoo.com)      Email Address: \_\_\_\_\_

Witness: \_\_\_\_\_ (Signature)

Printed Name: \_\_\_\_\_