

BREEDING CONTRACT

This STALLION BREEDING CONTRACT for the breeding season of 2010 (October 1, 2009 – September 30, 2010), is made and entered into on this _____ day of _____, 2010, by and between Lynn Killinger, hereinafter designated **Breeder** and _____, hereinafter designated **Mare Owner**. Mare Owner agrees to breed the mare, _____, Reg. No. _____, to the stallion, **REFINER'S FIRE**, Reg. No. 20201457 for the fee of \$450.00, for a live foal, subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$200.00, payable with this contract, the balance of which must be paid with all other expenses when the mare is picked up, or when **Mare Owner** is invoiced, whichever is first. Invoices are payable upon receipt. **Mare Owner** may not remove mare from **Breeder's** possession until all expenses are paid in full.
2. **Breeder** agrees to provide suitable facilities for the care and feed of the mare and/or foal while in **Breeder's** custody. **Mare Owner** agrees to pay for care and feed at the rate of \$10.00 per day for field mares and \$12.00 per day for barn mares.
3. **Breeder** will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. **Breeder** assumes responsibility for arranging veterinarian and farrier 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 the mare and/or foal. **Mare Owner** will pay all veterinarian and farrier expenses.
4. Mares that are not halter broken will not be accepted.
5. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. A current negative Coggins Test, photostatic copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany the mare: if they do not, **Breeder's** veterinarian will examine and/or test mare at **Mare Owner's** expense. **Breeder** reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute liquidated damages.
6. **Mare Owner** agrees to pay \$_____ to have mare foal on **Breeder's** premises. **Mare Owner** shall pay all veterinarian expenses incurred in connection with the foaling.
7. **Breeder** agrees to diligently try to settle mare; 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.
8. This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead, there are return privileges for the 2011 season only if **Breeder** is notified within 10 days and receives a veterinarian's statement confirming death. 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 for breeding during the current breeding season, October 1, 2009 – September 30, 2010, or the following 2010-2011 breeding season.
9. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full; and when mare has either, at **Breeder's** option (a) been pronounced safe in foal, or (b) has produced a live foal by this mating.

10. Both Parties agree that **Lynn Killinger**, the **Breeder**, her agents or employees, are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton negligence of the **Breeder**; and the **Mare Owner** is not liable for death, sickness and/or accident including consequential damages caused to the stallion.
11. 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 \$350.00 of the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed before being pronounced safe in foal, the **Breeder** has the option to either (a) accept another mare according the paragraphs 4 and 5, as a replacement, or (b) refund \$350.00 of the breeding fee, if it has already been paid in full, thereby canceling this entire Contract.
12. This Contract is non-assignable and non-transferable. The **Mare Owner** is responsible for all personal property taxes on mare if applicable; **Breeder** strongly recommends that **Mare Owner** carry full insurance on mare and /or foal. Company _____, Policy Number _____.
13. This Contract is entered into in the State of Oregon, and will be interpreted and enforced under the laws of Oregon. If any clause in the Contract is against Oregon Law, then that clause shall be null and void.
14. Each party should individually initial additional conditions.

If none, check box

15. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract.

When **Mare Owner** and **Breeder** sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Mare Owner Signature

Breeder's Signature

Mare Owner Information

_____ Address	_____ Phone #
_____ State	_____ Zip Code

 Description of Mare

Booking fee of \$ _____ received by _____

BREEDER'S COPY

MARE OWNER'S COPY