Diamond X Quarter Horses

Stallion Breeding Contract – Live Cover

2022 Breeding Season

| This stallion b | preeding contract for the 2022 breeding sea | ason is made and entered into on |
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| (Date): | by and between | , hereinafter referred |
| to as "Mare C | Owner," and Diamond X Quarter Horses, he | reinafter referred to as "Breeder." |
| Mare owner agrees to breed the mare | | , Registration # |
| | , to the stallion MT Rowdy Blue Shark, A | AQHA # 5760480 , subject to the |
| following con | ditions: | |

- 1. The Breeding fee for the stallion is \$850.00, and must be paid in full at the time the mare is delivered to the Breeder's facility. One month of board for the mare (and foal, if applicable) is included in the breeding fee. If mare needs to remain for another cycle, pasture board of \$5.00 per day will be charged.
- 2. Any unpaid board and expenses must be paid at the time the mare is picked up by the owner.
- 3. Mares offered for breeding must be bare foot or front shoes only.
- 4. Breeder assumes responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will administer medical care as deemed necessary for the health of the mare and/or accompanying foal. All veterinarian and farrier expenses will be paid by Mare Owner.
- 5. Mare Owner shall agree that the Mare offered for breeding shall be in sound breeding condition and free from all infections, contagious or transmissible diseases.
- 6. Mare Owner shall furnish a photocopy of Mare's registration papers (both sides). If Mare is leased, a copy of the appropriate association lease agreement must be attached.
- 7. Breeder agrees to diligently try and settle Mare, and shall have sole discretion in determining the best method of breeding such Mare. The Mare Owner agrees to give Breeder ample time to settle mare. If for any reason the mare does not settle, rebreed privileges will be available.
- 8. Rebreed privileges are for the following year only. The breeding fee will not be refunded. If Mare owner fails to return the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled, and Breeder is released from all obligations of this contract.
- 9. Live Foal Guarantee. A live foal is described as a newborn foal that stands and nurses without assistance, and survives the first 48 hours. If the mare does not settle, aborts her foal, the foal is stillborn, or foal does not survive longer than 48 hours, rebreed

- privileges are guaranteed for the following year. Rebreed with death of a foal after 48 hours of age will be decided on a case-by-case basis.
- 10. A Breeders Certificate shall be issued to Mare Owner only after Mare owner has notified Breeder that said mare has produced a live foal and only after payment of all bills due on said Mare have been received.
- 11. Waiver of liability. It is understood that Diamond X Quarter Horses, its owners, employees, and guests, shall not be held responsible for disease, accident, sickness, or death of the Mare and/or foal while under their care. The above-named Mare Owner whose horse(s) are under the care of Diamond X Quarter Horses will not be liable or responsible for any disease, accident, or injury to their stallions, mares, or foals.
- 12. If the above-named stallion dies, becomes unfit for breeding, or is sold, then this contract becomes null and void, and both parties are relieved of any further obligation. Any money paid by Mare Owner toward the breeding fee shall be refunded to the Mare Owner if the Mare is not settled, or would qualify for rebreed privileges.
- 13. If the above Mare dies or becomes unfit to breed, the Mare Owner may substitute a mare. Rebreed privileges will be available.
- 14. This Breeding Contract constitutes the entire agreement between the parties. Any amendments to or modifications of the terms of this agreement must be in writing.

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

AGREED:

| Diamond X Quarter Horses (E | Breeder) | Mare Owner | |
|-----------------------------|------------|-------------|--|
| Date: | | Date: | |
| | Mare Owner | Information | |
| Name: | | | |
| Telephone: | Email: | | |
| Address: | | | |