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ON SITE BREEDING AGREEMENT

1. **PARTIES.**

This **On Site Breeding Agreement** is made and entered into as of this _____
_____ (Day, Month, Year) hereafter the (“Effective Date”) by and between
Name: _____

Address: _____

(“*Stallion Owner* ”),

and

Name: _____

Address: _____

(“*Mare Owner* ”).

2. **BREEDING PRIVILEGE.**

2.1. The Mare Owner has contracted _____ service(s) to the following Stallion:
Name _____ Breed: _____
Registration No. _____ Color Markings: _____ (hereafter
“Stallion”) for the following mare:

Name _____ Breed _____
Registration No. _____ Color Markings _____ (hereafter
“the Mare”) on the terms and conditions set forth herein for the _____ (year) breeding season.

3. **BOOKING,STALLION SERVICE and BOARDING FEES.**

3.1. The non-refundable Booking Fee is \$ _____ and shall reserve breeding services to the Stallion for the stated breeding season and is payable concurrently with execution of this Agreement.

3.2. The Stallion Service Fee shall be \$ _____ for each service and shall be paid upon receipt of invoice and must be paid prior to the Mare leaving the facility.

3.3. The Mare shall be sent to Stallion Owner in the following condition: (check one)
_____ Wet (with foal) _____ Dry or _____ Maiden.

The _____ breeding season for this Agreement shall begin on date: _____
and end on date: _____.

3.4. Mare Owner will deliver the Mare to the Stallion Owner’s Ranch or facility on or

about the following date _____.

- 3.5 Mare Owner agrees to pay the following boarding daily fees for each day the mare or mare and foal are on the Stallion Owner's premises :

4. **BREEDING SERVICES.**

4.1 The Breeding Service shall be (check one) ___ live ___ artificial insemination (AI) or ___ left to the discretion of the Stallion Owner.

4.2. The Stallion Owner shall arrange for pregnancy check of the mare after each insemination of the Mare.

4.3. The Stallion service fee includes all pregnancy checks, Stallion collection expenses and insemination costs for _____ complete estrus cycles. An additional \$ _____ will be charged for each subsequent cycle if the Mare is not pregnant after _____ cycles. Any drugs or hormones used will be billed separately after notification of use has been given to Mare Owner.

4.4. If the Mare does not foal after _____ inseminations, Stallion Owner reserves the right to have Mare's reproductive status evaluated by a licensed veterinarian. If Mare is not suitable for breeding, Stallion Owner may in his/her discretion terminate the breeding agreement.

5. **MARE'S CONDITION AND OWNERSHIP.**

5.1. The Mare Owner represents and warrants that the Mare is in sound breeding condition and free from any disease or infection.

5.2. Mare Owner further represents and warrants that the Mare is halter broke and not a danger to the staff of the Stallion Owner.

5.3. Upon Mare's arrival, Mare Owner shall provide to Stallion Owner a veterinarian's health certificate for Mare and foal, if any, and a current negative Coggins test for the current Mare. Mare Owner further agrees to provide Stallion Owner with any and all additional veterinarian records on request and authorizes Stallion Owner to obtain those records from any veterinarian who has treated Mare and/or the foal.

5.4. Mare Owner represents and warrants that Mare Owner is registered owner of the Mare and foal, if any, and shall, upon request, provide the Stallion Owner with a complete copy of Mare's registration papers.

5.5. Mare Owner represents and warrants that he/she/it has the authority to enter into this agreement.

6. **SUBSTITUTION OR ASSIGNMENT.**

6.1. Assignment. Neither party may assign or transfer this agreement without the prior written consent of the other party.

6.2. Substitution in the event of the Stallion's death, injury or illness. In the event Stallion becomes unavailable for breeding due to Stallion's death, injury, illness or infertility, then Stallion Owner shall notify Mare Owner and Mare Owner shall have the option of (1) canceling this agreement and Stallion Owner will refund the Stallion Service Fee but not the Booking Fee; (2) Mare Owner may request breeding to another stallion owned by Stallion Owner as agreed upon by both Stallion Owner and Mare Owner or; (3) Mare Owner may elect to have Mare inseminated with frozen semen from a stallion agreed on by the parties.

7. **LIVE FOAL GUARANTEE.**

7.1. Subject to the conditions in paragraph 7.2 below, Mare Owner guarantees one "Live Foal" during the breeding season. The term Live Foal shall mean a foal that will stand and nurse without assistance. In the event that the Mare does not deliver a live foal during the breeding season, then Mare Owner shall be entitled to one additional re-breed to the same Stallion subject to the provisions of this Agreement.

7.2. The Live Foal guarantee however shall be void and the Stallion Owner released from any liability or obligation in the event that: a) the Mare is sold by the Mare Owner prior to foaling unless Stallion Owner agrees in writing to continue the Live Foal Guarantee; b) Mare Owner breaches any representations or warranties as set forth in this agreement; c) Mare's failure to give birth to a live foal is due to the actions or inactions of Mare Owner; d) the booster rhinopneumonitis vaccinations are not administered by the Mare Owner as the Mare progresses through pregnancy; e) the Mare Owner does not provide Proper Notification to Stallion Owner within one week of the date the Mare aborts her foal or delivers a stillborn foal. "Proper Notification" shall be defined as written certification by a licensed veterinarian within one week of the date the Mare aborted or produced a non-viable foal along with the Mare Owner's certification that the abortion or death did not result from any act or omission of the Mare Owner.

7.3. Breeder's Certificate. A breeder's certificate will be issued to the Mare Owner after all fees and expenses have been paid in full and upon notification of birth of a live foal.

8. **LIMITATION OF LIABILITY;ASSUMPTION OF RISK AND INDEMNITY.**

8.1. Limitation of liability. Mare Owner agrees that except in the event of Stallion Owner's gross negligence or willfulness conduct, Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any direct, special, incidental, indirect or consequential damages arising out of any transaction or activity pursuant to this agreement.

8.2. Assumption of risk. Mare Owner understands that engaging in equine

activities including breeding a mare or boarding the mare or foal at another farm or facility is an inherently dangerous activity and that by so doing mare and/or foal are exposed to dangers both known and unknown including illness, injury, disease or death to the mare and/or the foal. Horses are large unpredictable animals which are dangerous and present a risk of injury no matter how much training they have and no matter what level of experience Stallion Owner has and no matter what the situation.

8.3. Indemnity. Mare Owner agrees to defend, indemnify and hold Stallion Owner and its officers, members, employees, directors or agents harmless from and against any and all claims, demands, judgments, loss, liability or damage including attorney's fees or costs, that Stallion Owner may occur arising out of or in any way connected with Mare Owner's presence on or use of Stallion Owner's facility or the breeding services provided pursuant to this Agreement.

9. TERMINATION OF THE AGREEMENT.

9.1. Mare Owner shall have the right to terminate this agreement for any reason whatsoever upon providing _____ (days) prior written notice to Stallion Owner.

9.2. Stallion Owner may terminate this agreement in the event that Stallion Owner determines in his/her/its sole discretion that Mare Owner (1) materially breached the agreement; (2) made material misrepresentations or (3) the Stallion is unavailable for breeding and no substitute stallion is agreed on by the parties pursuant to paragraph 6.2. The Termination shall occur upon _____ day's written notice to the Mare Owner.

9.3. Upon termination, the Mare and foal, if it belongs to Mare Owner, shall be properly removed by Mare Owner together with any and all personal property within _____(days) of Notice provided that Mare Owner has paid all fees and charges owed to Stallion Owner. The Stallion Service Fee shall be refunded less any additional expenses incurred prior to the notice of termination.

10. BINDING EFFECT.

This Agreement shall bind the parties, their personal representatives, heirs, successors and assigns.

11. TIME OF ESSENCE.

Time is of the essence in the performance of all covenants and conditions of this Agreement.

12. NOTICES.

All demands, notices, consents, or other communications required or permitted to be given or sent by either party to the other, shall be deemed to have been duly given (1) if

delivered by personal delivery, when delivered; (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, to the address below; (3) if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by U.S. mail and a transmission receipt is provided; (4) if sent by overnight courier, the business day after being sent by a nationally reputable overnight courier service.

Mare Owner: _____

Fax No. _____

Stallion Owner: _____

Fax No. _____

13. **GENERAL PROVISIONS.**

13.1. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

13.2. Choice of Law. This Agreement shall be governed by the laws of the State of _____. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in _____ (County) _____ (State). The parties hereto consent to both venue and jurisdiction.

13.3. Waivers. No waiver by Stallion Owner of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Mare Owner of the same or any other provision.

13.4. Covenants and Conditions. Each provision of this Agreement to be performed by Mare Owner shall be deemed both a covenant and a condition.

13.5. Headings, Terms. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "Stallion Owner" and "Mare Owner" shall be construed to mean, when required by the context, the directors, officers, members, employees, invitees, servants and agents of Stallion Owner or Mare Owner.

13.6. Attorney's Fees. If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial,

arbitration or appeal, shall be entitled to reasonable attorney's fees and costs to be paid by the losing party as fixed by the court or arbitrator.

13.7. Execution and Delivery. This Agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

13.8. Relationship of Parties. This Agreement does not create the relationship of principal and agent, a partnership or joint venture.

14. **ENTIRE AGREEMENT.**

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement which contains the entire agreement between the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

15. **COUNTERPARTS.**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Mare Owner:

Stallion Owner:

By: _____

By: _____

Its: _____

Its: _____