

Chipified Stallion Breeding Contract and Liability Release

This contract is entered into and is between the undersigned Derek Howren known as "STALLION OWNER, Progressive Pleasure Horses, (Derek Howren), known herein as "STALLION MANAGER" and the undersigned MARE OWNER. This contract sets forth the rights and responsibilities of the parties for the 2002 breeding season.

The stallion providing breeding services under this contract is CHIPIFIED, AQHA No. 3661339.

The mare to be bred is _____ Breed _____ Reg. No. _____

1. MARE OWNER shall pay the breeding fee in the amount of \$_____ (in U.S. funds). A non-refundable booking fee of \$_____ is payable upon execution of this agreement. The balance of the breeding fee, \$_____ is payable **before** breeding of the mare takes place. All unpaid board and expenses shall be paid when the mare is retrieved. The mare will not be released to the owner or the owner's agent until all fees are paid to date. The STALLION OWNER and the STALLION MANAGER shall have a possessor lien on the mare for all unpaid bills.
2. MARE OWNER shall deliver the mare in a healthy and sound breeding condition free from infectious disease. MARE OWNER agrees that STALLION OWNER and STALLION MANAGER have permission to have the mare treated by a licensed veterinarian for normal breeding examinations, pregnancy examination, or necessary veterinary services performed for any condition which might insure the mare's well-being as the STALLION OWNER or STALLION MANAGER deems necessary or proper at the expense of the MARE OWNER.

A current year negative Coggins Test document shall be delivered to the STALLION MANAGER together with a Photocopy of both sides of the registration papers for the mare, and a veterinarian's health certificate (issued within the past 60 days). If said documents do not accompany the mare, the STALLION MANAGER shall notify the MARE OWNER and may direct a licensed veterinarian to examine and/or test the mare at the MARE OWNERS'S expense. STALLION OWNER or STALLION MANAGER reserves the right to refuse the mare if the mare is not in satisfactory condition. Mare must be halter broken, have rear shoes removed and be reasonably safe for handling and breeding. If the mare is refused, the booking fee shall constitute liquidated damages. A MARE OWNER may substitute another mare within that breeding season under this circumstance.

3. MARE OWNER will be invoiced at the first of each month for all interim expenses including, but not limited to veterinary services, farrier services, special dietary services as well as board expenses. Said invoices are to be paid by MARE OWNER upon receipt of statement. Such charges shall be paid in full whether or not the mare is settled. Payment is due 10(ten) days from date of invoice. A late payment fee of 18% per annum will be charged on all unpaid sums after 10 (ten) days from the date payment is due.
4. STALLION OWNER and STALLION MANAGER shall attempt with reasonable diligence to settle the mare; however, for any reason the mare does not settle MARE OWNER will hold STALLION OWNER and STALLION MANAGER harmless.
5. The breeding season begins February 1 and closes July 15 of the year covered by this contract.
6. STALLION OWNER guarantees a live foal from the breeding contracted for herein. "Live Foal" is defined as a foal that stands and nurses. Should the mare prove not to be in foal, aborts her foal, or if the foal is still born, MARE OWNER shall notify the STALLION OWNER in writing within one week of the foaling date or the date the mare is proved not to be in foal or loses her foal. A written statement from a licensed veterinarian verifying that the mare has slipped or produced a non-viable foal must be sent to the STALLION OWNER, under these circumstances shall give the MARE OWNER a return breeding for the mare to the stallion the **following year only**.

Initials _____

Forfeiture of this foal guarantee occurs if MARE OWNER

- A.) Fails to pay fees due under this contract.
- B.) Takes mare home before STALLION OWNER or STALLION MANAGER has a reasonable opportunity to settle mare (having mare bred through at least two heat periods) and./or
- C.) Breeds Mare to another stallion during this same breeding season.

7. MARE OWNER agrees to hold harmless and release STALLION OWNER, STALLION MANAGER (Derek Howren), Progressive Pleasure Horses, and their respective agents, employees, representative, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damage, personal property damages or losses that MARE OWNER may sustain arising out of being on the premises of Progressive Pleasure Horses (unless STALLION OWNER or Progressive Pleasure Horses caused the injury, damage, or loss intentionally or in reckless disregard for the safety of the MARE OWNER).

MARE OWNER agrees to hold harmless and release STALLION OWNER, STALLION MANAGER (Derek Howren), Progressive Pleasure Horses, and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to and all injuries, damages, personal property damages or losses that MARE OWNER may sustain arising out of the breeding, handling, or keeping of the mare at Progressive Pleasure Horses that may accrue from any cause whatsoever (including fire, theft, running away, accidents, illness, injuries or death) during the term of this Agreement and/or while the mare (and foal, if any) is/are in the STALLION OWNER'S custody and control.

MARE OWNER shall be solely responsible for all acts of behavior of mare at all times while this agreement is in effect. MARE OWNER agrees to indemnify and hold STALLION OWNER harmless against all damages sustained by any third person (not a party to this Agreement) caused by the acts of the mare (or foal, if any).

8. A breeder's certificate will be issued to MARE OWNER after all outstanding expenses have been paid and upon notification of the birth of the foal to the STALLION OWNER, MARE OWNER will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry and will pay all associated fees.
9. In the event of the death or incapacity of the mare, MARE OWNER shall be allowed to breed a substitute mare to the stallion, provided that the STALLION OWNER gives approval in writing of the proposed substitute mare. No refunds shall be permitted. In the event of the stallion's death or unfitness for breeding, the breeding fee will be refunded but the booking fee will, at all times, be retained by the STALLION OWNER.
10. This contract shall be governed by the Laws of the State of Missouri and is hereby executed as of the date signed by the STALLION OWNER or STALLION MANAGER which date shall govern the effective dates of said contract. MARE OWNER will pay STALLION OWNER'S costs and expenses (including reasonable attorney's fees) if MARE OWNER has breached any material term of this Agreement. Any disputes arising out of this Agreement shall be brought in a court of competent jurisdiction located in the state of Missouri in or near Troy, Missouri. This Agreement is not assignable by MARE OWNER without the written permission of the STALLION OWNER.
11. MISSOURI LAW WARNING NOTICE: Under Missouri law, an equine professional is not liable for an injury to, or the death of a participant in equine activities resulting from the inherent risks of the equine activities.

Board per day:

- Dry Mares _____
- Wet Mares _____
- Show Mares _____

**Farrier and Veterinary expenses as necessary are
MARE OWNERS'S responsibility.**

Initials _____

Mare's Insurance Policy No. (if applicable)_____

Company and Phone No._____

Mare Owner_____

Address: _____

City/State/Zip_____

Day Phone: _____

Evening Phone: _____

Fax: _____

Email: _____

Mare Owner/Agent

Signature_____

Date: _____

Stallion Owner/Manger's

Signature_____

Date: _____

Stallion Owner/Manager

Derek Howren

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