



AK Paint Ranch Echo Eternal Breeding Contract 2023

THIS AGREEMENT, made and entered into this _____(day) of _____(month) in the year of 2023 by and between _____(hereinafter referred to as "Mare Owner") residing at _____(address) _____(city) _____(state) and **Amy & Kevin Ashby** (hereinafter referred to as "Owner of Stallion") located at **2118 Pine Road Cleveland, Texas 77328. WITNESS WHEREAS,** Owner of Stallion warrants that it has legal control of **Echo Eternal, Black Tovero APHA Registration Number 1,050,037** and, WHEREAS, Mare Owner warrants that it is the legal owner/lessee of (Name of Mare) _____: registry and registration # _____ described as a (color) _____, foaled in the year of _____,

Due to foal _____ (if applicable). Mare owner represents and warrants that The Mare is in sound breeding condition and free from disease and infection. In the case of frozen shipped semen the Mare Owner is responsible for conception. The Mare Owner certifies that the address of record for shipment is suitable facility for the artificial insemination of The Mare contracted to be bred. A photo copy of the Mare's registration papers (both sides) should be submitted with this contract.

AND WHEREAS,

Echo Eternal will stand at stud during the 2023 season at Owner of Stallion's Farm, AK Paint Ranch and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2023 to the aforementioned stallion for the services of the mare named in the paragraph above.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

Stud Fee

Mare Owner shall pay to Owner of Stallion a fee in the amount of \$1000.00, Mare Owner agrees to pay \$350 non-refundable booking fee with submission of this contract; and pay the remaining balance of stud fee at time mare is delivered to Owner of Stallion's Farm to be live covered.

The normal breeding season shall be defined as from February 1st until July 31st 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.

Frozen Semen

Mare Owner shall pay to Owner of Stallion a fee in the amount of \$1000.00. Mare owner agrees to pay \$350.00 non-refundable booking fee with submission of this agreement; and pay the remaining balance of \$650.00 stud fee prior to shipment of frozen semen to Mare Owner. Mare owner is responsible for all fees related to shipment of frozen semen and return of LN2 container to Equine Partners. Mare owner is responsible for all additional collection fees beyond the first frozen semen shipment.

(1) Initials

Boarding of Mare

Mare may remain at the farm of the Owner of Stallion for a sufficient time (no more than two cycles) to be pregnancy-checked, by a licensed Veterinarian if owner chooses.

- a. Mare Owner shall be responsible for payment of boarding fees at the rate of \$17.00 per day. If Mare Owner does not wish to have mare pastured with other horses there is an \$20.00 per day fee for both dry and wet mares to be kept in a separate run.
- b. All standard boarding will be in shared pen or shared pasture. Furthermore, it is expressly understood and agreed that the boarding of said horse, as agreed to herein, is not a personal service contract and accordingly, any services provided for hereunder may be performed by Farm/Owner of Stallion employees, officers, agents, and/or family members.
- c. The balance of the mare care fees, and associated fees and expenses shall be paid by the Mare Owner when the mare is picked up; provided, however, Right of Lien herein below shall at all times apply insofar as monies owed Owner of Stallion. Mares will not leave the Owner of Stallion's farm until all fees are paid in full.
- d. 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.

Health and Other Requirements

Upon arrival, all mares shall be accompanied by:

- a. A negative Coggins test within the previous 12 months; and,
- b. All mares are placed on a regular de-worming program upon arrival for a fee of \$15.00 every 3 months that mare is at the Farm. Mare owner may provide their own worm medicine if so desired and this fee will be waived.
- c. Mare Owner agrees to allow Owner of Stallion Farm to have a qualified Veterinarian check the mare for normal breeding conditions, and to perform such other veterinary services that Farm/Owner of Stallion may deem necessary for the proper treatment and protection of the mare and/or foal at side. In the event Mare Owner fails to designate its Veterinarian, then Owner of Stallion shall use the services of a licensed Veterinarian of its choice whose fees shall be paid by Mare Owner;
- d. Mare Owner is responsible for payment of all invoices for Veterinarian fees for services provided to mare within 14 days after they become due and payable as invoiced, and shall be billed and paid prior to the mare being picked up; and, Right of Lien herein below shall remain applicable;
- e. Mare Owner agrees to provide in writing any particular known health risks/circumstances which may be relevant to the care of its mare during the period of the performance of this contract. Mare Owner agrees to provide in writing any known vices such as cribbing or dangerous behavior such as kicking or biting that the mare is known to exhibit. _____ (Mare Owner Initials)

To wit:

Liability

Mare Owner agrees to assume all risk of injury, sickness, disease, theft or death to said mare and/or foal at her side, except where it can be proven without a doubt that such was caused by negligence of Owner of Stallion, his agents, officers, contractors or employees. This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees, or guests, while on Owner of Stallion's Farm premises. Mare Owner further agrees it has received and agrees to follow, and agrees to direct its agents, employees, or guests on Farm premises to follow, any Farm Rules and Regulations for conduct on its premises. _____ (Mare Owner Initials)

_____ Initials (2)

Indemnification

Mare Owner agrees to indemnify and hold Owner of Stallion harmless for any loss or injury due to acts of said mare while on the premises of or under the control of Owner of Stallion, except where it can be proven without a doubt such was caused by the negligence of Owner of Stallion, its agents, officers, contractors or employees. If the Mare Owner wishes the mare and/or foal at side to be insured, it will be the sole responsibility of the Mare Owner to acquire and pay all premiums for said insurance.

In Event Mare Does Not Take and Become In-Foal

In the event that Mare Owners mare does not take and become in-foal, the parties agree as follows:

Return Breeding

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 July 1, 2024; provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion. Mare must be examined by a licensed veterinarian and Mare Owner must provide written documentation that the said mare is in sound breeding condition before a repeat breed will take place.

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. Proof of vaccination of mare with Rhinopneumonitis on 5, 7, and 9 months of pregnancy is required or live foal guarantee is null and void.

Live Foal/Live Color (APHA mares only) Guarantee

Owner of Stallion gives a live color foal guarantee for all APHA registered mares. In the event a live color foal, as defined by APHA regular registry, 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.

Death or Unfitness of Stallion, Mare

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said stallion or 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 stud fees paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded. _____ (Initials of Parties)

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 by July 1st, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

Default

Should the Mare Owner fail to request semen or deliver said mare to Owner of Stallion by July 1st of breeding year, contract becomes null and void. Booking fee and all other monies paid to Owner of Stallion will be forfeited, Mare Owner will be considered in default of this contract.

Right of Lien

Owner of Stallion has and may assert and exercise a Right of Lien, as provided for in the laws of the State of Texas for any amount due for the board and keep of the mare, and also for any storage charges due hereunder, and Mare Owner further agrees Owner of Stallion shall have the right, without process of law, to attach a lien to said mare after two months of nonpayment or partial payment and Owner of Stallion can then sell mare to recover its loss.

Captions, Headings

Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

Breeding Selection – provide signature next to selected method

Live cover _____ or

Frozen Semen _____

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. This agreement is bound by all laws of the State of Texas.

Dated: _____

Owner of Stallion _____ (Signature)

Address: 2118 Pine Road Cleveland, TX. 77328

Email: amy@akpaintranch.com

Website: www.akpaintranch.com

Phone: 713-503-1180

Mare Owner _____ (Signature)

Address: _____

Email: _____

Phone: _____

**Initial right lower hand corner of each page.