

Stallion Breeding Contract
NIGHTSTAR RANCH

Vickie Neumann, Manager-Breeder
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FOR OFFICE USE ONLY

Date _____ Booking Fee \$ _____
Phone (day) _____
Phone (pm) _____
Emergency Contact# _____
Mare arrive date _____
Mare depart date _____
Mare Owner _____
Email _____

This Stallion Breeding Contract is for the breeding season of 2010, is made and entered into on this date _____ and is by and between Vickie Neumann, of Nightstar Ranch, hereinafter designated "Breeder", and _____, hereinafter designated "Mare Owner." Mare Owner agrees to breed the Mare _____, Breed - _____, Registration No. _____ to the stallion Cherokee Image Too, Breed- APHA, Registration No. 657,295, for the fee of \$ 800, with booking fee of \$ 150, for a live foal or live colored foal, subject to the following conditions: 2010 BREEDING SPECIAL: IF BOOKING FEE IS RECEIVED PRIOR TO FEB. 1ST, 2010, BREEDING FEE IS ONE-HALF ORIGINAL FEE.

1. The stallion fee includes a non-refundable booking fee of \$ 150, payable with this contract, the balance of which must be paid with all other expenses when 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**. In the event Mare Owner does not pick up Mare after 60 days from vet-checked in-foal, additional charges may apply for boarding of such Mare, including, but not limited to forfeiture of said horse for dispersal at sale, for any monies owed, including any attorney's fees, sales fees, etc. applicable by the State of Texas.

2. Mare Owner agrees to pay for care and feed at the rate of \$ 8 per day for dry mares; \$ 10 per day for wet mares. Breeder agrees to provide care and feed for the mare and/or foal while in custody and exercise judgment consistent with recognized standards in and supervision of mare and 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 foal). All veterinarian and farrier expenses will be the responsibility of the Mare Owner.

3. Mares that are not halter broken, will not stand tied, or are otherwise difficult or dangerous to handle and manage will not be accepted. Rear shoes will be removed at Mare Owners expense or if removed by Breeder an additional charge of \$25.00 (twenty-five) dollars will be assessed. **NO EXCEPTIONS.**

4. Mare shall be in a healthy and sound breeding condition, free from infectious, contagious, or transmissible disease. MUST HAVE EVA VACINATION OR HAVE TESTED NEGATIVE FOR EVA WITHIN LAST 30 DAYS PRIOR TO ARRIVAL AT BREEDING FACILITY. A current negative Coggins Test (within 3 months), immunization record, and date of last worming are required. It is recommended that Mare receive a Pre-Breeding Exam and have a Uterine Culture done prior to arrival. If not, Breeder may have veterinarian examine, vaccinate, test and/or treat Mare at Mare Owner's expense. If Mare and/or foal are trailered to Veterinarian for examination and/or treatment, a fee of \$25 (twenty-five dollars) will be charged per trip. Breeder reserves the right to refuse Mare if not in satisfactory condition. If Mare is refused, the booking fee shall constitute liquidated damages. Mares and foals will be carefully supervised and given the best of care; however, Nightstar Ranch, the Breeder, their agents or employees will not be held liable for accidents, escape, sickness, injury or death to Mare and/or foal. Signature

of Mare Owner signifies his/her approval of the facility at which Mare and/or foal are to be kept during their stay.

5. A copy of the mare's registration papers, front and back, showing Mare Owner as the same person signing this contract, must accompany Mare to Breeding Farm. If this Mare is not registered, Mare Owner listed is actual owner and has the authority to breed Mare. If Mare has more than one owner, all Mare Owners must sign this contract.

6. 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. ALL FOALS FROM CHEROKEE IMAGE TOO ARE ELIGIBLE FOR TPHBA, PSBA, & SPEEDHORSE FUTURITIES AND DERBYS. ADDITIONAL FUTURITIES & DERBYS MAY BE ADDED FOR FUTURE FOALS.

7. This contract contains a "Live Colored Foal Guarantee (LCFG)" X. Live foal is described as a newborn which stands and nurses without assistance. If a Foal is born dead, there will be return privileges for the 2011 season only, if Breeder is notified within 5 days of birth and receives a statement by a veterinarian confirming death of Foal, at no fault of the Mare Owner. If after being pronounced "safe in foal", should the Mare miscarry, abort, or prove barren after leaving the Breeding Farm, Mare Owner has the privilege to return Mare for breeding during the current breeding season ending June 30. The LFG or LCFG becomes null and void if Mare is picked up from Breeding Farm before a licensed veterinarian has examined her by palpation or ultrasound and found Mare to be "safe in foal", or Mare is returned to training or competition after pronounced "safe in foal." This contract is non-transferable for LCFG. A \$150 chute fee will apply on return mares, along with applicable mare care. NO BOOKING OR BREEDING FEES WILL APPLY.

8. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion breeding fee and all other expenses have been paid in full, and when Mare has produced a live foal by this mating.

9. If the Mare dies or becomes unfit for breeding prior to becoming pregnant, then Breeder will accept an approved substitute for breeding. If the Stallion dies, is sold, or becomes unfit for breeding prior to settling the Mare, the Mare Owner may apply all monies paid toward breeding to another stallion owned by Breeder.

10. It is recommended by Breeder that Mare be vaccinated for Rhino pneumonitis (killed virus vaccine) during the 5th, 7th, & 9th month of pregnancy. Also annual boosters for VEW, Tetanus, Flu, Rhino, & Rabies is recommended to be given to mare approximately 30 days prior to foaling as well as regular worming. All prenatal care is the responsibility of the Mare Owner.

11. 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. EVA TESTING & VACCINATION OF CHEROKEE IMAGE TOO WILL BE COMPLETED PRIOR TO THE BREEDING SEASON.

Other: _____

This contract is entered into in the State of Texas, and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Law, then that clause shall be null and void.

**** Upon signature of Mare Owner and Breeder, this contract will then be binding on both parties, subject to the above terms and conditions. ****

Mare will be delivered to Breeder (approx. date) _____

Mare will be dry _____ or foal at side(wet) _____

Date of foaling _____

Does this mare have any special needs, lameness, etc? _____

Mare Owner _____

Name as on Papers _____

Stallion Owner: _____ Vickie Neumann

Address _____

City, State, Zip _____

Breeder signature: _____

Date: _____

Mare Owner signature: _____

Date: _____

Make checks payable to: Vickie Neumann d/b/a Nightstar Ranch
