

Cooper Quarter Horses, LLC On-Site Breeding Contract

This contract is made and entered into this ___ day of ___, by and between COOPER QUARTER HORSES, agent for the named stallion, and ___ Mare Owner or Lessee. This contract sets forth all rights and responsibilities of the parties for the ___ breeding season.

- 1. Mare Owner agrees to breed the mare registered as ___, Registration # ___, ("Mare"), to the Stallion, ___, AQHA Registration # ___ ("Stallion"). A non-refundable Booking fee of \$ ___ is payable when this contract is signed and returned. This fee is applied to the total breeding fee. This booking fee may not be transferred to another mare owner or carried forward to a different breeding season. Mare Owner further agrees to pay the entire remaining Stallion Service Fee of \$ ___ (prior to delivery of the mare to the farm).
2. Mare Owner shall be invoiced at the first of each month for all mare care charges including but not limited to veterinary services, farrier services, special dietary services as well as board expense. Said invoices are to be paid in full and received by the farm by the 20th of the month. If said invoices are paid by credit card, the Farm will add a 4% surcharge to invoiced amounts for office fees. Farm will charge, after ten days from the date payment is due, interest at the rate of 18% per annum on all unpaid invoices. A minimum late fee of \$25.00 will be charged on all past due invoices. All invoices 60 days past due will be charged automatically to owner's credit card. MARE OWNER'S INITIALS: ___
3. If any check issued by Mare Owner to Stallion Agent is returned for insufficient funds, Mare Owner must immediately pay Stallion Agent cash in the amount of the check, plus any bank charges that Stallion Agent may incur as a result of the returned check.
4. From time to time, Stallion Owner may determine, in his or her sole and absolute discretion, that it is necessary to move Mare and/or Foal to another stall, paddock or pasture for safety or other reasons. When practical, Stallion Owner will attempt to notify Mare Owner before moving Mare and/or Foal. Mare Owner agrees to accept Stallion Owner's judgment in such matters and to pay any increased board amounts that might result from such a move. MARE OWNER'S INITIALS: ___
5. Mare Owner may not remove Mare and/or Foal from the farm premises until all amounts due under this agreement are paid in full. The accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to pick up of Mare or delivery of the Mare to Mare Owner. Farm shall have a lien against the Mare, any Foal at side and the result of the mating which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due, Farm is entitled to recover any cost, interest, expenses and attorney's fees expended in collection. In addition, the Farm and Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding before mentioned until Mare Owner is current on all payment obligations to Stallion Owner/Farm.

MARE OWNER'S INITIALS: _____

- 6. Mare Owner agrees to pay for any damage to farm property caused by Mare and/or Foal. All amounts owed by Mare Owner are due upon receipt of an invoice from Stallion Agent.
7. Mare Owner must provide a credit card number on file. MARE OWNER'S INITIALS: _____
8. Mare/Mare and foal is to Mare Owner's knowledge, free from transmittable illnesses or diseases. Mare Owner MUST disclose to Farm if the Mare/Mare and foal have been exposed to or located on premises that have had any infectious diseases within twelve months of proposed arrival to Farm.

MARE OWNER'S INITIALS: _____

- 9. All Mares shall be accompanied by a current valid health certificate and a current negative COGGINS TEST prior to mare's arrival at the breeding farm. Health Certificate shall indicate current vaccinations. Said vaccinations should have been administered a minimum of 14 days prior to arrival on farm and maximum of 60 days for: TETANUS, INFLUENZA (EIV), STREPTOCOCCUS EQUI (STRANGLES), WEST NILE VIRUS (WNV), RABIES AND EASTERN/WESTERN ENCEPHALOMYELITIS (EEE & WEE). Mares must also be vaccinated for RHINOPNEUMONITIS EVH-1 & EVH-4 within 30 days of arrival to Farm. Certificate shall also indicate that mare has been wormed within 60 days and indicate type/brand of wormer administered.
10. Mare Owner understands and agrees that upon arrival at the breeding facility, the mare will be examined by a licensed veterinarian selected by Farm and initial reproductive tests such as Culture, CYTOLOGY WITH SENSITIVITY WILL BE PERFORMED AT MARE OWNERS EXPENSE. Mare Owner authorizes Farm to engage veterinary services, (such as pregnancy testing, palpation, suturing, etc.), as Farm or its Veterinarians may deem reasonably necessary for the proper treatment, care and protection of the mare and/or foal at side. Mare Owner also acknowledges that Farm treatments will/may be performed by Farm staff/technicians under supervision or at direction of Farm veterinarian. All veterinary procedures are to be done at the Mare Owner's expense and will be billed and payable as above directed.

- 11. Both parties agree to diligently try to settle Mare. Mare Owner also understands that any method which is believed best by the attending veterinarian will be used. If Mare does not settle, Mare Owner will hold Stallion Owner harmless from any loss or damage. Neither Stallion Owner nor its contracted breeding farm are liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Equine insurance is the responsibility of the respective parties. MARE OWNER'S INITIALS: _____

- 12. Mare Owner agrees to pay \$450 to have mare foal out on Breeder's premises. Mare Owner shall pay all veterinarian expenses incurred in connection with the foaling.
13. FARM SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, THEFT, DEATH, OR INJURY WHICH MAY BE SUFFERED BY THE MARE/MARE AND FOAL, OR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE BREEDING OR BOARDING OF THE MARE/MARE AND FOAL. MARE OWNER FULLY UNDERSTANDS THAT FARM DOES NOT CARRY ANY INSURANCE ON OUTSIDE HORSES IN ITS POSSESSION, CUSTODY OR CONTROL FOR BREEDING AND BOARDING OR ANY PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT OR EQUINE MORTALITY INSURANCE, AND THAT ALL RISKS CONNECTED WITH THE BREEDING AND BOARDING OF THE MARE/MARE AND FOAL ARE TO BE INCURRED BY THE MARE OWNER OR OWNERS. MARE OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO THE MARE OWNER'S INSURANCE COMPANY AND PROVIDES FARM WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT MARE OWNER'S RISK. MARE OWNER'S INITIALS: _____

- 14. In the event of colic or life threatening illness of the Mare and/or Foal, all reasonable means available will be utilized to save Mare/Foal unless otherwise specifically instructed by Mare Owner, including surgery if recommended by the veterinarian. After several attempts by the Farm have been made to contact Mare/Foal owner without success, the Farm has the right to make any decisions regarding the welfare of Mare/Foal and that the Mare Owner shall pay any and all costs in connection there with. Mare owner must waive/exclude specific veterinary care in writing and attach with signed contract. MARE OWNER'S INITIALS: _____

- 15. Stallion Owner guarantees that a single Live Foal will result from the breeding privilege granted herein. The term "Live Foal" means that one foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the ___ breeding season only. The LFG is void unless the following conditions are met: a.) Mare Owner notifies Stallion Owner within forty-eight (48) hours of foaling that the mare did not produce a live foal and b.) Within fourteen (14) days after Mare Owner's notice to the Stallion Owner, the Mare Owner certifies to stallion Owner that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the mare to produce a live foal. MARE OWNER'S INITIALS: _____

- 16. There is NO color guarantee for APHA mares.
17. Stallion Owner will issue a breeding certificate upon notification of birth of foal. All charges must be paid in full prior to issuance. Mare Owner shall not sell, gift, donate, or reassign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from its obligations. A breeding certificate shall be issued only for the mare appearing this Agreement. If Mare dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare, owned by or leased to Mare Owner, to Stallion. In this event, a transfer of the breeding may be permitted with the written approval of Stallion Owner. No refunds shall be given.

- 18. Should more than one embryo result from a breeding, Mare Owner must pay an additional Stallion Service fee for each additional embryo within ninety (90) days of the last breeding in order to receive a breeding certificate for additional foals. MARE OWNER'S INITIALS: _____

- 19. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES.
20. This Agreement cannot be amended except in writing and signed by both parties. The parties signing below represent that they are fully authorized to execute this Agreement.

- 21. If Stallion dies, is sold, or becomes incapable of servicing mares for any reason and Mare has not achieved a pregnancy, this Agreement will become null and void and Stallion Owner may choose to refund half the Stallion Service Fee less any fees incurred to that date, at his sole discretion, and the parties to this Agreement will be released from any further liability. The LFG provided herein becomes null and void upon death or incapacity of Stallion. MARE OWNER'S INITIALS: _____

- 22. Mares that fail to settle within said breeding season shall be carried over the following year. If Mare is to be carried over, Mare Owner agrees to pay for all ___ expenses in full by June 30, ___. Mare Owner further agrees to pay the ___ booking fee on all rebreeds. MARE OWNER'S INITIALS: _____

- 23. This contract is entered into in the State of Georgia 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. Should either party breach this contract, the breaching party shall pay the other's court cost and attorney's fees related to such breach.

Agent for Cooper Quarter Horses, LLC Date
Credit Card #

Mare Owner/Lessee (Please Circle One) Date
Association Name and ID#