

# Gullion Show Horses

## BREEDING CONTRACT

Barn (916) 655-3090 \* Cell (916) 716-1679 \* Fax (916) 655-3090

This **STALLION BREEDING CONTRACT IS FOR THE BREEDING SEASON OF 2010**, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, is by and between **Gullion Show Horses**, hereinafter designated Breeder, and \_\_\_\_\_ hereinafter designated Mare Owner. Breeder agrees to breed the mare \_\_\_\_\_ Reg No \_\_\_\_\_ (the "Mare"), to the stallion **ARAPADUDE, APHA Registration No. 219242**, (the "Stallion") for the **2010** breeding season for the fee of \$ \_\_\_\_\_ **for a Live Color Foal, subject to the following terms and conditions.**

1. The stallion fee includes a **non-refundable booking/chute fee of \$250** which is payable with this contract, the balance of which must be paid with all other expenses when the Mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable on receipt. Mare Owner agrees not to remove the Mare from Breeder's possession until all expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in its custody. Mare Owner agrees to pay for care and feed at the rate of **\$14.00 per day for wet mares; \$12.00 per day for dry mares**. Payment to be in the form of credit card, cash or certified check. If payment is made by way of personal check, the check must clear the bank before the Mare and/or foal may be removed from **Gullion Show Horses**.
3. Breeder agrees to use judgment consistent with recognized standards in care and feed and supervision of the Mare and/or foal. Breeder agrees to assume responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will examine the mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the Mare and/or foal. Mare Owner agrees to pay all such veterinarian and farrier expenses.
4. Mares that are not halter broken will not be accepted.
5. The Mare shall be in a healthy and sound breeding condition free from infectious, contagious or transmittable disease. A current Negative Coggins Test, Photostat copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany the mare, if they do not, Breeder's veterinarian may examine and/or test the mare at Mare Owner's expense. Breeder reserves the right to refuse the Mare if not in satisfactory condition. If the Mare is refused, the booking fee shall constitute liquidated damages.
6. Breeder agrees to diligently try to settle the Mare, however, if the Mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle the Mare.
7. This Contract contains a "Live Color Foal Guarantee." A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead, there are return privileges for the following (2011) breeding season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the Mare should miscarry, abort or prove barren after leaving **Gullion Show Horses**, Mare Owner has the privilege to return the Mare for breeding during the current breeding season, February 1 through July 1, or the following year, (2011). The following year will require an additional booking fee.
8. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full; and, when the Mare has either, at Breeder's option, (a) been pronounced safe in foal, or (b) has produced a live foal by this mating.
9. Both parties agree that Breeder, its agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the Mare and/or foal unless such death, sickness and/or accident was by the willful and wanton negligence of the Breeder .

- 10. Both parties agree that **Gullion Show Horses**, the Breeder, it's agents or employees are not liable for death, sickness and/or injury including consequential damages caused to the Mare and/or foal unless such death, sickness and/or injury was by the willful and wanton negligence of the Breeder and the Mare Owner is not liable for death, sickness and/or injury including consequential damages caused to the Stallion.
- 11. It is further agreed that should the Stallion die, be sold by the owner, or become unfit for service prior to settling the Mare, that 75% less expenses, of the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire Contract; or if the Mare dies or becomes unfit to breed before being pronounced safe in foal, the Breeder will accept another mare according to paragraphs 4 and 5 hereinabove, as a replacement.
- 12. This contract is non-assignable and non-transferable. Mare Owner is responsible for all personal property taxes, if any, on the Mare.
- 13. Breeder (a) \_\_\_\_\_strongly recommends, (b)\_\_\_\_\_requires that Mare Owner carry full insurance on the Mare and/or foal.  
Company \_\_\_\_\_ Policy Number \_\_\_\_\_
- 14. This Contract is entered into the State of California, 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.
- 15. Additional conditions should be individually initialed by each party. If none, check here \_\_\_\_\_.  
1. There will be no guarantee of a live foal for any mare leaving Gullion Show Horses before being checked safe in foal by the attending veterinarian.
- 16. This Contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are included unless specifically stated in this written Contract.

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

\_\_\_\_\_  
Breeder's (or authorized agent's) Signature

\_\_\_\_\_  
Mare Owner's (or authorized agent's) Signature

\_\_\_\_\_  
Mare Owner's Address & Telephone

Description of Mare	\$	Chute Fee
		Received By

**Complete contract and include booking fee and return to:**  
**Gullion Show Horses, 3585 S Brewer Rd, Pleasant Grove, CA 95668**  
 E-Mail [gullionqh@earthlink.Net](mailto:gullionqh@earthlink.Net) or arapadude@gullionshowhorses.com

**Credit Card Payment Information:**

Amount to be billed on credit card. \$ \_\_\_\_\_  
 Name on credit card \_\_\_\_\_  
 Credit card number \_\_\_\_\_  
 Expiration date \_\_\_\_\_