

Breeders of Andalusian and Andalusian Sport Horses

 **CONTRACT FOR LIVE COVER BREEDING**

This agreement is entered into on, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    20\_\_\_\_\_ and between Sleepy Hollow Ranch, Shannon Desrosiers (stallion owner) and the undersigned mare owner. Both parties agree to all the following terms outlined in this contract from pages 1 to 4.

This is to certify that (mare owner’s name)

Address: Home Telephone:

Work Telephone: Cell number:

Has engaged one service to the stallion

Registry: Registry #:

For the mare described as follows: Registered name of mare:

Registry #: Breed:

Age: Color and markings:

For the 20 \_\_ breeding season to the breeding season of 20 . The breeding season is defined as starting April 1st and ending September 1. Said contract expires three years from the day it is signed.

**BREEDING FEE:**

The breeding fee for 20 shall be $ Payable as follows: Mare owner shall pay owner breeding fee when the mare is delivered to be bred. In addition to the breeding fee there will be a $5.00 a day mare care fee, to be paid when the mare is picked up. All fees are non-refundable. In addition any farrier or vet work that is necessary will also be the responsibility of the mare owner.

**APPROXIMATED BREEDING DATE REQUESTED:**

**TRANSPORTATION COSTS**

The mare owner shall assume all cost associated with transporting the mare to and from the stallion.

**HEALTH**

The mare must be healthy and in sound breeding condition. Mare owner agrees to keep the mare in good physical condition throughout the pregnancy, to be vaccinated for rhino pneumonitis at approximately five, seven and nine months of gestation and to Deworm regularly with a product approved for pregnant mares. Failure to comply with the provision in this section will result in the loss of any rebreed guarantee.

**SUBSTITUTE MARES**

If the mare owner’s veterinarian deems that the mare in this contract becomes unfit for breeding, or dies, and approved substitute mare may be allowed by the stallion owner at its options.

**REBREEDING RIGHTS AND OBLIGATIONS**

1.) **Guaranteed Live Foal:** as defined as foal who lives for 24 hours

2.) **Rebreed Guarantee:** If the mare fails to produce a live foal the stallion owner agrees to rebreed the mare in the 20\_\_ breeding season. If, in the 20\_\_\_ breeding season the mare fails to produce a live foal, the stallion owner shall have no further obligation to rebreed the mare and no portion of the breeding fee shall be returned to the mare owner. Mare owner may exchange another mare with approval of stallion owner, within the three year contract if original mare is unable to conceive.

3.) **Handling Fee:** Any rebreed rights shall be subject to the mare owner paying the stallion owner an additional handling fee in each applicable succeeding breeding season in the sum of $100.00 + mare care prior to the rebreeding of the mare in such breeding season.

4.) **Obligation of the mare owner to notify the stallion owner:** In order to retain any rights under this section, the mare owner must provide the stallion owner with either a licensed veterinarian’s statement that the mare failed to conceive, failed to carry a foal to term, or that the foal did not survive or satisfactory evidence must be provided to the stallion owner at the stallion owners discretion and approval.

**AVAILABILITY OF THE STALLION**

If the stallion should be sold or not stand for any reason, once the stallion has bred the mare for one heat cycle, there will be no refunds given for any of the fees paid.

**ASSUMPTION OF RISK, HOLD HARMLESS, AND LIMITATION OF DAMAGES**

Mare owner assumes all responsibility of the condition of the mare and bears all risk of loss of damage to the mare whether by death, disease, injury, infection, accident, sickness or otherwise, or by any cause whatsoever. Mare owner holds Sleepy Hollow Ranch and heir respective, owners, officers, directors, principles, agents and employees harmless for any and all damages, claims, actions, suits and costs relating thereto which arise as a result for the transaction contemplated by this agreement or otherwise. In any event Sleepy Hollow Ranch and their respective owners, officers, directors, principles, agents and employees shall not be responsible for damages in excess of the amount of the breeding fee, and shall in no event be liable for consequential or punitive damages. Mare owner hereby acknowledges that the stallion owner would not agree to breed the mare without agreement to the provisions set forth in this section.

**BINDING EFFECT: ASSIGNMENT**

This agreement shall be binding upon the parties hereto, and their respective heirs, successors and assigns. Neither this contract nor any right hereunder (including without limitation, any rebreeding right or substitution of the mare) may be assigned or transferred by the mare owner without prior written consent of Sleepy Hollow Ranch.

**GOVERNING LAW, JURISDICTION FOR DISPUTED, ATTORNEY’S FEES**

This contract shall be interpreted in accordance with the laws of Alberta, Canada and in the event any legal action is initiated by either party to this contract concerning provisions hereof, such action shall be brought in Alberta with respect to any action, wither commenced by the stallion owner, Sleepy Hollow Ranch or any other party, which, in whole or part, in any way arises under or relates to this agreement. If any party to this agreement seeks to reinforce its rights under this agreement. If any party to this agreement seeks to enforce its rights under this agreement by legal proceedings or otherwise, the non-prevailing party shall pay all costs an expenses incurred by the prevailing party, including without limitation, all reasonable attorney’s fees, costs and expenses.

**AMENDMENT OF AGREEMENT**

This agreement shall not be amended or rescinded except by writing duly executed by the authorized representatives of all parties to this agreement. This agreement contains all of the terms and conditions agreed upon by the parties relating to this subject matter and supersedes any and all prior and current agreements, negotiation, correspondence, understanding and communications of all parties, whether oral or written , respect that subject matter. All communications required by or made in connection with this agreement shall be in writing and shall deem to have been duly given on the date of delivery, if delivered in person, or three days after mailing if mailing postage prepaid addressed, if to the mare owner to the address set forth in this agreement and if to Sleepy Hollow Ranch to the address set forth at the top of this contract.

In witness where of, each of the parties to this agreement as of the date below. When this contract is signed by both parties, it will then be a binding contract on both parties, subject to all above terms and conditions.

Executed at:

Mare Owner:

(Name) ( signature )

Accepted by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For Sleepy Hollow Ranch.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Return completed contract and booking fee to Sleepy Hollow Ranch.