

Breeding Contract

This is a contractual agreement for **ONE** breeding to the mare _____, Reg. # _____ to the stallion **BB Designated Hit Man**, APHA #630128 using cooled, transported semen for the _____ breeding season at **\$750.00**.

- **Breeding and Booking fee:** A non-refundable booking fee of **\$250.00** of the above fee is payable when this contract is signed and returned. This fee is applied to the total breeding fee of **\$750.00**, the balance of **\$500.00** which is payable prior to the shipment of semen unless terms are agreed upon as described below: _____

_____.
First Shipment is included; each additional shipment will be **\$250.00** for shipped Semen.

- When this contract is returned with appropriate fees, it must be accompanied by a veterinary health certificate verifying the mare has a clean culture within 45 days and is breeding sound.
- This contract permits breeding to the herein mare only. Should this mare die, another mare may be substituted only with written approval from Bar B Paints.
- **Cooled Shipped Semen:** Mare owner is required to pay all booking, breeding collection, shipping costs and breeding fees, before semen is shipped and must give Stallion Owner 36 hours notice before semen will be shipped, (out of state checks require 10 days to clear). For your convenience, we do accept Paypal. Mare owner is responsible for all shipping and collection fees for their mare(s). Stallion Collection, semen preparation and shipping will be done at Warrensburg Animal Hospital. First collection and shipping is free. Each additional shipped semen thereafter will be **\$250.00 payable to: Warrensburg Animal Hospital**. Cancellations must be made by 9:00 a.m. (Central Time) shipping day. Failure to cancel by 9:00 a.m. (Central Time) will result in a **\$150.00** shipping charge. Cancellations can be made by telephone or email messages. Semen will only be sent via FED-EX. These expenses are guaranteed at this rate for the _____ breeding season only and subject to change. All collection, preparation and shipping fees are for services rendered and are NOT REFUNDABLE UNDER ANY CIRCUMSTANCE.
- **Misuse or Misrepresentation of Semen:** Any person who knowingly misrepresents or misuses the semen from herein named stallion, i.e.: if this contract has been transferred to another person or use on another mare other than by herein named mare owner/lessee or used on mare other than here named in this contract will result in an unregistrable foal and possible prosecution. Should prosecution become necessary, mare owner agrees that any and all legal fees incurred by stallion owners will be the responsibility and paid for by mare owner.
- **Registration Papers:** A copy (both sides) of the registration papers on your mare must accompany this contract. The owner recorded on the registration certificate will be the owner recorded on the stallion breeding report. If herein named mare does not settle after two shipments or proves to be barren, an alternate mare may be substituted but only with written permission from Bar B Paints to be honored in _____ or _____.

- **Breeding Season:** Bar B Paints Horse Ranch will collect on a Monday, Wednesday and Friday basis (we will not make exceptions). The breeding season in force for this contract shall begin February 15th and close September 15th of the year of this contract. We honor semen requests on a first come first served basis.
- **Notification:** It is essential that you notify Bar B Paints Horse Ranch when your mare first comes in heat so that we can estimate when you may need a shipment. Frequent updates of your mare's progress in her cycle are greatly appreciated and are necessary to secure proper shipment and a successful breeding.
- **Live Color Foal Guarantee:** This contract contains a "Live Color Foal Guarantee". A live foal is described as a newborn which stands and nurses within 72 hours of birth and has sufficient white to qualify for REGULAR APHA Registry. If the foal is not a colored foal, i.e. SOLID, there are return privileges. NO BOOKING or BREEDING fee for the _____ breeding season ONLY. (There will be a \$100.00 handling fee). All normal collecting/preparation and shipping fees of \$250.00 will apply. If you choose not to exercise your REBREED privilege during the _____ season, this contract is completed. If the foal is stillborn or dies within 24 hours, Breeder must notify stallion owner in writing within 7 days with a statement from a licensed veterinarian confirming reason of death. A live color foal guarantee shall pertain only to mares that are pronounced 45 days safe in foal and confirmed in writing by a licensed veterinarian. Mares not confirmed 45 days safe in foal will not have a live foal guarantee.
- **Breeders Certificate:** A breeder's certificate will be issued to the Mare Owner after all fees and expenses have been paid in full and upon notification of birth of a live color foal.
- **Termination:** This contract is non-assignable and non-transferable. Should the above named Stallion die, be sold by the owner, or become unfit for service prior to settling the mare, this contract will become null and void. The stud fee (less the non-refundable booking fee) will be refunded to the Mare Owner and the parties to this agreement will be released from any further rights, obligations, or liabilities hereafter.
- **Liability:** When signed by both parties this document will become a legally enforceable contract, binding upon both parties. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Missouri and shall be construed and enforced under the laws of the State of Missouri.
- No guarantees or warranties are made or given as to semen from herein named stallion other than the semen is good and viable at time of shipment and it is that of the herein stallion.
- **Insemination Report:** The insemination report provided with the semen must be completed. Stallion owner's copy is to be returned with the Cooled Semen Shipping Container (taped in an envelope on the outside) and APHA's copy must be mailed to APHA within 10 days. Please do not put the insemination report inside the shipping container as it can become damp and illegible.

- Please complete and return two signed copies to Breeder. Breeder will sign and return an original to you.

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Cell (660)624-3026
Email Address: **bbpaints@wclub.com**

Mare Owner's / Authorized Agent's – Signature

Date

Mare Owner's / Authorized Agent's – Printed Name

Mailing Address

City

State

Zip Code

Telephone

Fax

E-mail

Stallion Owner / Authorized Agent

Date

MARE INFORMATION:

MARE'S STATUS – (Check one): OPEN_____ MAIDEN_____ IN FOAL_____

Foal at side / age: _____ Last Breeding Date: _____

VET INFORMATION FOR MARE:

SEMEN SHOULD BE SHIPPED TO:

VETERINARIAN NAME: _____

VET OFFICE NAME: _____

ADDRESS: _____

PHONE #: _____ CELL#: _____

FAX#: _____ E-MAIL: _____

WEBSITE (if available): _____