

WESTVIEW BREEDING, L.L.C.
50 BANK STREET
WHITE PLAINS, NY 10606
914-949-4000 OR 914-949-1584

BREEDING CONTRACT

This certifies that _____ of
_____, hereinafter referred to
as "Mare Owner", contracts one season's service to the stallion,
_____, Registration No. _____,
For the mare, _____, Registration No. _____
For the year _____ season, with Westview Breeding, L.L.C. hereinafter known as
"Stallion Owner."

- 1. BOOKING FEE:** A non-refundable booking fee of \$250.00 per horse is due to Stallion Owner upon execution of this contract.
- 2. STUD FEE:** The stud fee (which includes the booking fee) for the semen is \$_____ and shall be paid to the Stallion Owner upon confirmation by a registered Veterinarian that the mare is in foal. Mare Owner agrees that the Veterinarian exam will be performed within 45 days of the last insemination. When the mare is confirmed in foal, payment of the full amount of the stud fee is due in 30 days. *After 30 days, a late penalty fee of \$200.00 will be applied.*
- 3. IN ADDITION TO THE FIXED BREEDING FEE,** Mare Owner agrees to pay for any costs incurred for the collection of semen, transportation and shipment of semen, and any out of pocket expense related to this contract. A refundable deposit of two hundred dollars (\$200.00) is required upon execution of this contract to apply towards these costs. Mare Owner agrees to pay any charges exceeding this amount upon receipt of invoice. Any excess deposit will be returned.

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4. A refundable deposit of two hundred fifty dollars (\$250.00) is required upon execution of this contract to insure that all shipping containers are returned to Stallion Owner promptly and in good condition. It is agreed by all parties that the value of these containers is two hundred fifty dollars (\$250.00) each. Mare Owner agrees to return shipping containers through an overnight mail company within one day of receiving shipment.
5. Mare Owner agrees that only a registered Veterinarian will inseminate the mare and complete all the required forms.
6. If after being bred during three consecutive heat cycles, the mare is not in foal, the Mare Owner will have the opportunity to provide a replacement mare for one additional breeding. The replacement mare must receive the approval of the Stallion Owner.
7. In the event that the mare, after being certified in foal by a registered Veterinarian, aborts or does not deliver a live foal that stands and sucks, Mare Owner shall be entitled to breed the mare back to the stallion only if the Mare Owner has given proper notification to the stallion owner.

Proper notification being that the stallion owner is notified within 48 hours of the foal's abortion or death and followed by a vet certificate confirming the same.

8. Mare Owner shall notify Stallion Owner at least 24 hours before shipment of semen will be required. Mare Owner agrees that stallion may not constantly be available for breeding and thus not be able to meet a specific delivery requirement. Should stallion become permanently unavailable for breeding during the breeding season, prior to mare becoming pregnant, Mare Owner shall be entitled to the return of any breeding fees paid, but no other refunds or damages.
9. This contract shall not be assigned or transferred by Mare Owner. It is further agreed that should the stallion die, or become unfit or unavailable for service before servicing the mare, or if the mare dies before service, the booking fee will be returned, but no other costs will be refunded.
10. Breeding certificates will be issued only after the Mare Owner has paid in full all amounts due to the Stallion Owner.

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11. Mare Owner agrees to return two signed copies of this contract to the Stallion Owner. When the Stallion Owner signs and returns one copy to the Mare Owner, it will be a binding contract on both parties subject to the above terms and conditions.

12. Mare Owner agrees that if boarding is required for natural insemination, the charge will be \$_____ per day which includes an indoor stall and daily feed. This is due prior to picking up the horse.

13. **HOLD HARMLESS:** Mare Owner agrees to hold Stallion Owner harmless and to assume the risk of injury, sickness, or death of said mare, except where caused by negligence. In the event the mare has a foal by her side, Hold Harmless Agreement also applies to the foal.

STALLION OWNER:

MARE OWNER:

(name)

(name)

(signature)

(signature)

(date)

(date)