



MANESS QUARTER HORSES
Chad and Morgan Maness
Gibsonville, NC

Tel: (336) 449-6076 • Cell: (919) 255-8539
website: <http://www.manessquarterhorses.webs.com/>

STALLION BREEDING CONTRACT

This STALLION BREEDING CONTRACT for the breeding season of 2014, is made and entered into on this day by and between Chad and Morgan Maness of Maness Quarter Horses, hereinafter designated Breeder, and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare named _____, Breed/Registration Number _____, to the stallion **Coochick, AQHA# 3351201**, for the fee of \$ 500 for live cover and for a live foal, subject to the following conditions:

1. Mare Owner shall pay the sum of \$ 500 as a breeding fee: \$ 250 of which is payable at the time of the execution of this contract as a nonrefundable booking fee. The board/mare care expenses shall be paid when the mare is retrieved. The breeder shall have a procession lien on the mare of all unpaid bills. The mare will not be released to the owner until all fees are paid to date. The breeding fee balance of \$ 250 shall be paid when foal is born. A Breeder's Certificate will be issued for the foal conceived by this breeding when breeders fee is paid in full and all board/mare care expenses have been paid in full and, when mare has produced a live foal that stands and nurses.
2. Breeder shall provide suitable facilities for the care and feed of the mare while in the possession of the breeder. Mare owner is responsible for bringing mare's grain and hay while in possession of the breeder to reduce the risk of colic or make prior arrangements with Maness Quarter Horses. Mare Owner shall pay for the care at the rate of \$ 5 per day for dry or wet mares.
3. Mare Owner shall deliver the mare in a healthy and sound breeding condition free from infectious, contagious or transmissible disease. A current negative Coggins Test document shall be delivered to the breeder together with a photocopy of both sides of all registration papers for the mare. Mare should have all immunizations and be on a regular deworming schedule before coming to breeding facility. Breeder reserves the right to refuse the mare if the mare is not in satisfactory condition. If the mare is refused, the booking fee shall constitute liquidated damages and the mare owner shall be immediately notified at the address of record contained herein to remove said mare from the premises of the Breeder.
4. Mares that are not halter broken will not be accepted.

5. The Mare Owner shall notify the Breeder of any special needs. In order to protect the safety of the mare, the stallion, and the Breeder, the Mare Owner will disclose in advance any unusual/undesirable personality traits of the mare. This includes biting, kicking, striking, cribbing, etc.

6. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare, including a minimum of 3 breeding cycles.

7. This contract contains a 'Live Foal Guarantee'. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal will not stand and suck, and death occurs, the Mare Owner will be entitled to a free breeding during the season of the following year only, and to the same mare. This guarantee does not include death from injury to the foal. Only the stud fee is free, all other fees apply, and are the responsibility of the Mare Owner. This guarantee will apply only if breeder is notified within 48 hours from the time of death of the foal. This notice must be accompanied by a statement from a licensed veterinarian.

8. If after being pronounced "safe in foal", the mare should miscarry, abort or prove barren after leaving the Breeder's premises; the Mare Owner shall certify to the Breeder that the mare was accurately and properly administered vaccines to prevent the mare from aborting; such as Rhinopneumonitis vaccines reflecting that the mare was administered and appropriate dosage of said vaccine on the fifth, seventh and ninth month of pregnancy. If all precautions were taken the Mare Owner has the privilege to return the mare for rebreeding during the current breeding season of January through July, or the following year.

9. 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 \$ 250 of the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the Breeder has the option to either (a) accept another mare as a replacement or (b) refund \$ 250 of the breeding fee, if it has been paid in full, thereby canceling this contract.

10. Waiver of Liability. It is understood that Maness Quarter Horses and its owners, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse is under the care of Maness Quarter Horses, will not be liable or responsible for any damage, injury, or death to the breeding farm stallion, owners, veterinarians, or other animals in the care of Maness Quarter Horses whether or not caused by the horse.

Warning:

Under North Carolina Law, An equine activity sponsor or equine professional is not liable for any injury to or the death of a participant in equine activities resulting exclusively from the inherent risk of equine activities. Chapter 99E of the North Carolina General Statutes: c) Failure to comply with the requirements concerning warning signs and notices provided in this chapter shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this chapter.

11. Mare Owner shall remove the mare from the premises of the breeder within one (1) week of notification that the mare has been bred and is no longer in heat. It is agreed by and between the parties that the pregnancy check of the mare is the full responsibility of the Mare Owner. The mare should be checked by a licensed veterinarian to confirm that the mare is in foal. It is requested that mare be checked to confirm pregnancy within 45 days and the breeder be notified of her pregnancy status.

12. Mare Owner hereby certified that he, she or it is the actual owner of record of the mare and has all power and authority to enter into this particular agreement for the mare in question.

13. This contract shall be governed by the laws of the State of North Carolina and shall not be transferable by the Mare Owner without the prior written consent of the Breeder. Any modification or amendments to the terms of this agreement must be in writing and executed by all parties. Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach.

14. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract.

15. It is the intention and desire of the Breeder to use their best efforts to impregnate the mare in a professional expert fashion.

This contract is hereby executed as of the date signed by the Breeder which date shall govern the effective dates of said 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 Signature

Date

Mare Owner's Signature

Date

Mare Owner's Address

Telephone

Booking fee of \$250

received on _____

Mare Care fees of \$_____

received on _____

Breeding Fee of \$250

received on _____