

**Harris Paints**  
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**Federalburg, Maryland 21632**  
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### **BREEDING CONTRACT**

THIS AGREEMENT, made in duplicate and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, (hereinafter referred to as "Mare Owner") and Harris Paints (hereinafter referred to as "Stallion Manager").

WHEREAS, Tim and Cindy Harris t/a Harris Paints are the owner/lessee/manager of a certain stallion named \_\_\_\_\_ and Mare owner is the owner/lessee of a certain mare named \_\_\_\_\_, registration number \_\_\_\_\_.

WHEREAS, said Stallion will stand at stud during the season of 2012 at Harris Paints in Maryland, and the parties hereto desire to contract for the servicing of the above mare by said stallion during the breeding season of 2012.

NOW, THEREFORE, in consideration of the premises herein contained, it is agreed as follows:

1. FEES & BOOKING FEE: Stallion Manager does hereby reserve for Mare Owner, one season's booking in 2012 to said stallion for cover of said mare. In consideration of the reservation by Stallion Manager of said booking, Mare Owner shall pay Stallion Manager a booking fee of \$250.00. This amount shall be applied against the stallion service fee of:

\_\_\_\_\_ **THREE DEUCES - \$1500.00**  
\_\_\_\_\_ **AWESOME ANDY - \$1350.00**  
\_\_\_\_\_ **CONCLUSIVE MISTER - \$1250.00**  
\_\_\_\_\_ **BLACK ROCK STAR - \$700.00**  
\_\_\_\_\_ **LUCKY TWO STRAWS - \$625.00**

LESS: Discount (if applicable) for \_\_\_\_\_ in the amount of \_\_\_\_\_. Mare Owner agrees to deliver said mare (in the event of on the farm breeding) to Stallion Manager on or before June 30, 2012, otherwise, unless prior arrangements are made, Mare Owner shall forfeit booking fee and Stallion Manager shall be under no further obligation with respect to any matter herein set forth.

(a) REMAINING BALANCES: Mare Owner agrees to pay in full the remaining balance at the time mare is found to be in foal by Stallion Manager's veterinarian. Said mare will not be released from premises until all bills are paid. If mare is

removed from premises before veterinarian serving Stallion Manager has found the mare to be in foal, then no moneys will be refunded and all bills are due and payable.

(b) **MULTIPLE MARE DISCOUNTS:** Multiple Mare Discount of \$100.00 off each breeding is available. This discount may be used on breedings to any combination of the above stallions which are owned or leased by Harris Paints. (i.e. one mare may be bred to one stallion and another bred to a different stallion.) Stallions not owned or leased by Harris Paints require mares be bred to the same stallion in order to qualify for said discount. To qualify for multiple mare discounts, mares must be **owned or leased by the same person**. Multiple mare discounts do not apply to early booking discounted fees.

© **PAYMENT:** Payment may be made by cash, check, money order or credit card (Visa, Mastercard or Discover).

2. **BOARD:** Mare owner shall pay to Stallion Manager the board rate in the amount of \$13.00 per day for mares without foals. The board rate for mares with foals at their side is \$15.00 per day. **ALL BOARD AND OTHER BILLS SHALL BE PAID IN FULL BEFORE MARE DEPARTS PREMISES.**

3. **SUBSTITUTIONS:** Should the above named stallion die or become unfit for service *prior* to mare being inseminated, then this contract shall become null and void, and any booking fee paid shall be refunded. If any stallion owned by Harris Paints is sold or dies after breeding fees have been paid, Mare Owner has the right to select a replacement stallion, owned by Harris Paints, of their choice. Any moneys having been previously paid toward the original stud fee shall be applied to the fee of the replacement stallion. In the event that mare owner chooses a replacement stallion whose fee is lower than the original breeding fee they paid, stallion manager is not obligated to refund any difference in fees to the Mare Owner. Should any of the above stallions which are not owned by Harris Paints be sold or moved to another breeding facility prior to said mare producing a live foal, then any rebreed obligation will transfer with the stallion and it will be the obligation of the new owner or manager to honor said rebreed.

4. **CULTURES:** If said mare has not been cultured within 90 days of the delivery to farm, Mare Owner agrees to said mare being examined, cultured and treated, if infected, by the qualified large animal veterinarian serving Stallion Manager, before service by said stallion. Also mare owner grants permission to Stallion Manager to have aforesaid veterinarian treat mare for anything that would insure her well being, i.e. worming, treatment of infections, preventative measures, colic, etc. Mare Owner also agrees to permit said veterinarian to pregnancy check mare. In the event of illness or accidental injury, Stallion Manager will make every effort to contact mare owner prior to treatment.

5. **VETERINARY EXPENSES:** Mare Owner hereby agrees to promptly reimburse Stallion Manager in full for any and all veterinary expenses incurred for the above mare, before the above mare leaves Stallion Manager's premises. Any other expense incurred by said mare shall be the obligation of the Mare Owner, and reimbursement is to be made to Stallion Manager in full. Any veterinary expenses paid by credit card will be subject to a 3% processing fee.

6. **LIABILITY:** During the time that said mare shall be in the custody of Stallion Manager, Stallion Manager and/or Stallion Owners shall not be liable for any sickness, disease, injury or death which may be suffered by mare. However, all necessary precautions will be taken to insure said mare's well being. Mare Owner shall not be liable for any injury caused to Stallion or Stallion Manager's premises while in the care and custody of Stallion Manager. **HOWEVER**, it is Mare Owner's duty and responsibility to warn Stallion Manager if mare has vicious propensities. If Stallion Manager is not so warned of such vicious propensities then the Mare Owner is to be held liable for any injury or damages caused by said mare.

7. **LIVE FOAL GUARANTEE:** For this purpose live foal shall be defined as a foal that stands and nurses without assistance. If the mare proves not to be in foal in the year bred, or loses her foal, Stallion Manager has the option to rebreed the mare or request a substitute in case of a problem mare. If said mare dies prior to foaling, mare owner may substitute another mare within one year of the date of her death. This live foal guarantee cannot be sold or transferred to another mare owner without the written consent of Stallion Manager. No breeding will be carried over more than one year from the date of loss.

7(a) **SUBSTITUTION:** If said mare is medically unsound and unable to be rebred, mare owner may substitute another mare upon a written veterinary certificate stating said mare is in fact unable to be rebred.

7(b). **NOTIFICATION:** The above is subject to the condition that notification must be made to Stallion Manager within 48 hours after time of foaling or aborting, that mare did not produce a live foal. A certified veterinarian's statement must follow, giving particulars to substantiate a live foal guarantee. Veterinarian's statement must be received by Stallion Manager within 14 days of said mare's foaling or aborting, or the live foal guarantee shall become null and void.

7(c) **LETHAL WHITE:** If the resulting foal is a lethal white, mare owner may substitute another mare of their choice for rebreeding. If mare owner does not have access to a substitute mare they may substitute a breeding to any stallion which is negative for the lethal white gene, which is owned by Harris Paints. Any differences in the stud fee are the responsibility of

the mare owner. This rebreed must be used the same year said foal was lost.

8. COLOR GUARANTEE: If the foal resulting from said breeding is solid in color and ineligible for regular registry, said mare may be rebreed at one-half (1/2) the advertised stud fee. This color guarantee MUST be used the same year solid foal was born and will not be carried over to a subsequent year. Collection/shipping fees are the responsibility of the mare owner.

8(a) TIME LIMITATION: This return breeding must be used during the same year said solid foal is born. If foal is born late in the breeding season making it impossible to rebreed the mare before June 30th, this breeding may be carried over to the following year. This one-half price color guarantee rebreed may only be used one time per contract.

8(b) TRANSFERABILITY: If the mare is sold, this color guarantee is only transferable with the written consent of the Stallion Manager.

9. REGISTRATION PAPERS: A photostatic copy of the mare's registration papers MUST accompany this contract.

10. FAILURE BY STALLION MANAGER: Should Stallion Manager fail to, or be unable to perform this contract, for any reason not set forth above, any amount paid under provisions of Paragraph 1, shall be refunded to Mare Owner.

11. SHIPPED SEMEN: The entire breeding fee must be paid in advance of the first shipment of semen. Shipments of semen will be shipped to mare owner by overnight FED EX, UPS or US Mail. No shipping or collection charges will be charged to Mare Owner for the first shipment of semen if it can be shipped via overnight delivery. Subsequent shipments sent via overnight delivery (UPS, FedEx or US Mail) will be billed at the rate of \$225.00 per shipment. However, if the first shipment must be sent via U.S. Airlines, counter to counter, same day service, a fee of \$275.00 (which covers the expense of shipping by airlines and Stallion Manager's courier service expense for travel to and from the airport) is due. Please note that the only local airline available to Stallion Manager is US AIR. Counter-to-Counter Shipments by any airline carrier other than US Air are billed at the rate of \$300.00 per shipment. Semen collections picked up at the farm are billed at the rate of \$175.00 per collection.

(a) CONTAINER DEPOSITS: No deposits are required on Equitainers. However, Mare owner is obligated to return said container to Stallion Manager by overnight delivery within 72 hours of receipt of same. If container is not returned in said manner, Mare owner will be obligated to pay to Stallion Manager a \$200.00 late fee. If the container is not returned within 6 days of shipment, mare owner is obligated to pay Stallion Manager \$400.00 for the replacement cost of said Equitainer.

(b) REQUESTS FOR SHIPMENT: Mare Owner should notify Stallion Manager (by telephone) **NO LATER THAN 9:30 A.M. EASTERN TIME**. Requests for shipments received after 9:30 a.m. Eastern Time may not be processed as we begin collections promptly at 9:30 a.m. Requests for semen shipments are to be received by telephone only. We are capable of shipping 7 days per week. However, if a weekend shipment is required, it will be necessary to notify us by 5:00 p.m. Eastern Time the evening before. Saturday and Sunday counter-to-counter shipments are made only if there are available flights to your region.

© COLOR GUARANTEE FOR SHIPPED SEMEN: Color guarantee will also apply to shipped semen breedings as noted in # 8, above.

(d) INSEMINATION REPORT: Mare owner agrees to immediately return Stallion Manager's copy of the Insemination Report, signed by Mare Owner's veterinarian or person inseminating said mare. Mare Owner is responsible for forwarding APHA's copy of said Insemination Report to APHA within 10 days of insemination.

12. BREEDINGS PURCHASED THROUGH BREEDERS FUTURITIES: In the event this contract is a result of a breeding sold through a stallion service auction (i.e. TOVO, GSPHC, OPHC, etc.), mare owner is subject to a chute fee for this breeding. In the event of cooled transported semen, shipping fees are required in advance of each shipment. No color guarantee is given with any breedings purchased through stallion service auctions.

13. ASSIGNMENT OF CONTRACT: In the event the mare is sold prior to foaling, this contract will transfer with the mare to the new owners. This contract cannot be sold for the use on another mare.

14. RETURNED CHECK POLICY: In the event Mare Owner's check is returned for insufficient funds, Mare Owner is responsible for a returned check fee in the amount of \$50.00. Reimbursement to cover said returned check and returned check fee must be made by money order, cashier's or certified check or by credit card.

SIGNED AND AGREED to this \_\_\_\_ day of \_\_\_\_\_, 2012.

HARRIS PAINTS:

BY: \_\_\_\_\_  
STALLION MANAGER

\_\_\_\_\_  
MARE OWNER

\_\_\_\_\_  
Street

\_\_\_\_\_  
Town, State and Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

If Payment is made by Credit Card, please complete the following:

Type of Card: \_\_\_\_\_

Account #: \_\_\_\_\_

Expiration: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

### SHIPPED SEMEN INFORMATION

In the event semen is to be sent to someone other than the mare owner, please provide us with the following information:

NAME OF PERSON REQUESTING SEMEN: \_\_\_\_\_

ADDRESS SEMEN IS TO BE SENT: \_\_\_\_\_

TEL. # OF PERSON REQUESTING SEMEN: \_\_\_\_\_