

Garner Equine

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BREEDING CONTRACT

Will this be an embryo transfer? _____ Embryo transfer facility: _____

Garner Veterinary Services herein referred to as "GVS," and the undersigned, _____, execute this Stallion Service Contract to evidence the following:

- 1) The undersigned agrees to breed his/her mare _____, Registration Number _____, herein referred to as "the mare," to _____ at GVS during _____. The undersigned further agrees to pay the sum of \$_____ as a **BREEDING FEE**. Of the Breeding Fee, \$_____ will be a **BOOKING FEE** due and payable to stallion owner upon execution of this contract. **The CHUTE FEE** of \$_____, which is non-refundable, payable to GVS prior to breeding, covers basic rectal and ultrasound exams (additional rectals will be charged on embryo transfer mares on non-breeding days).
- 2) GVS agrees to diligently try to settle the mare at least through **July 15**, _____. **THE UNDERSIGNED AGREES TO GIVE GVS AMPLE OPPORTUNITY TO SETTLE THE MARE, INCLUDING SPECIFICALLY BREEDING THE MARE THROUGH AT LEAST THREE (3) HEAT PERIODS.** If for any reason the mare does not settle, the undersigned shall hold GVS harmless.
- 3) **No mare will be bred before the 30 day heat cycle if she is an embryo transfer.**
- 4) It is understood and agreed that should _____ become unfit for service, then the entire breeding fee shall be refunded to the undersigned. The chute fee is non-refundable.
- 5) The undersigned agrees that GVS, its agents and officers, and all employees shall not be held responsible for any accident, injury, sickness, or death to the mare or its foal, or loss of halter, blanket, leg wraps, or other tack left with the mare, whether from fire, flood, theft, act of God, negligence by GVS or any of its employees, or any other reason. The undersigned agrees to indemnify and hold harmless GVS, its officers, agents and employees from any and all claims, losses, damages, causes of action, lawsuits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for any injury or death of the mare or its foal, or for any damage to the mare or its foal, arising out of or in connection with the services performed by GVS. Under this contract, regardless of whether such injuries, death, or damages are caused in whole or in part by negligence of GVS, its officers, agents or employees.
- 6) In the event of any injury or death to my mare and/or foal, I will look solely to my own insurance and in the event that anyone assesses a cause of action against GVS on account of injury or death to my horse(s), then in such event I agree to hold GVS harmless from any such cause of action, including cost of defending same.
- 7) The undersigned agrees that GVS's veterinarian(s) may check the mare for normal breeding conditions and perform such other services as GVS, in its sole judgment, deems necessary and the undersigned shall pay the expense for such services. These services include, but are not limited to, deworming, treating for infection, preventative measures and original examinations.
- 8) **THE MARE MUST BE HALTER BROKEN. MARES NOT HALTER BROKE WILL NOT BE ACCEPTED FOR BREEDING.**
- 9) Should any foal which is born to the mare, pursuant to this contract, not stand and suck, the undersigned shall be entitled to a free breeding season the following year for the mare. **THIS FREE BREEDING SEASON SHALL APPLY ONLY IF GVS IS NOTIFIED WITHIN TWO (2) DAYS OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN LISTING THE CAUSE OF DEATH.** GVS's sole liability and obligation for any foal that is born to the mare but does not stand and suck, shall be the granting of a free breeding season during the following year to the mare. Such free breeding shall apply to the breeding fee only and only to the season immediately following the season set forth in this contract. **THE UNDERSIGNED AGREES TO PAY THE BOARD, VETERINARY, SHOEING EXPENSES AND CHUTE FEE FOR THE MARE, UNDER THE SAME TERMS AS PREVIOUSLY SET FORTH IN THIS CONTRACT.**
- 10) If the mare proves not to be in foal as a result of the breeding contemplated in this contract, or the foal does not stand and suck, GVS has the option to re-breed the mare the following year or refund the breeding fee paid, pursuant to this contract, thereby relieving GVS of its obligation to re-breed the mare. Additionally, if the mare is to be rebred, but fails to be delivered the following year, for any reason, then no portion of the breeding fee shall be refunded.
- 11) This live foal guarantee becomes null and void if mare is returned to training after pronounced in foal.
- 12) **TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY STALLION OWNER OF THE FOAL'S BIRTH.**
- 13) A photo static copy of the front and back of the mare's registration certificate showing the owner at the time of breeding must be furnished prior to breeding.
- 14) A negative Coggins test is required within 90 days of arrival at GVS for breeding. If no proof of such test is presented, the mare will not be admitted to the premises. She must be tested and will be allowed on the premises when the negative test result is reported. The mare owner must bring dates of most recent vaccinations, deworming and hoof care records when the mare is delivered for breeding.
- 15) This contract is **NOT TRANSFERABLE OR ASSIGNABLE** without the prior written consent of GVS.
- 16) The undersigned agrees to pay for the feeding, boarding and care of the mare and foal based on **BOARD PER DAY OF \$16 FOR DRY MARES and \$20 FOR WET MARES.** The undersigned also agrees to pay all veterinary and farrier expenses incurred by GVS for the mare and foal.
- 17) The undersigned agrees to pay all previously designated expenses on a monthly basis. All accounts are due in full at billing (first day of each month) or before the mare is released from GVS. If necessary, a finance charge of 0.5% per month on the unpaid balance shall be added to all accounts, computed from the due date.
- 18) The undersigned agrees that should it become necessary for GVS to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due hereunder, the undersigned mare owner agrees to pay GVS all expenses and costs, including reasonable and necessary attorney's fees incurred by GVS in enforcing this contract.
- 19) It is expressly agreed that this contract is to be performed in Parker County, TX and venue for any action hereunder shall be in Parker County, TX.
- 20) The undersigned hereby grants to GVS a security interest in the mare, and any foal born to the mare as a result of the breeding contemplated in this contract, and the proceeds of any sale of the mare or its foal, to secure (1) the payment of any and all sums due pursuant to this contract, and (2) all liability of the undersigned to GVS, now existing or hereinafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions or substitutions therefore.

CONTRACTS THAT ARE NOT FILLED OUT COMPLETELY ARE INVALID

All fees must be paid in full at the time of the mare's departure from GVS to insure a rebreed at _____'s stud fee price.

Owner's Name as shown on Association Records

Owner's Signature

Address

Home Phone

Business Phone

City, State & Zip Code

Visa/MasterCard

Exp. Date

White copy-Veterinarian

Yellow copy -Stallion Owner

Pink copy -Mare Owner