

Double S Rainbow Ranch
LIVE
Breeding Contract

This Live Breeding Contract is entered into on this _____ day of _____, 2005 by and between _____, referred to as the "Mare Owner" and Double S Rainbow Ranch, referred to as "Breeder."

Mare Owner agrees to breed the following Mare:

Registered Name: _____
Breed: _____
Registration No: _____

to the following Stallion:

Registered Name: Summers Half Moon
Breed: APHA
Registration No: 00280732

subject to the following conditions:

1. The breeding fee for Stallion is \$500.00, of which \$100.00 shall be payable at the time of the execution of this Contract as the Booking Fee. Said Booking Fee serves as a non-refundable deposit.
2. The Breeding Fee balance of \$400.00, together with all unpaid board and expenses pertaining to said Mare, will be due and payable at the time said Mare leaves Double S Rainbow Ranch. Breeder requires 48 hours advance notice when Mare Owner wishes to remove his/her Mare from Double S Rainbow Ranch to give Breeder sufficient time to prepare the final statement so Mare Owner may settle his/her account. The Mare will not be released to the Mare Owner or his/her representative until all fees are paid in full.
1. Board for said Mare shall be as follows: Wet: \$8 / Day --- Dry: \$7 / Day
2. Breeder will exercise judgment consistent with recognized standards in the care and supervision of Mare and/or any accompanying foal and Breeder will arrange for veterinarian and farrier services as necessary for the health and safety of the Mare and/or any accompanying foal. Mare Owner will pay all veterinary and farrier expenses.
3. The following documents shall be furnished to Breeder upon Mare's arrival at Double S Rainbow Ranch:
 - a. A photo copy of Mare's registration papers (both sides).
 - b. A photo copy of Mare's worming and immunization records. (Breeder reserves the right to refuse the Mare if not in satisfactory condition, as deemed by Breeder.)
 - c. A current Coggins test.

If these documents are not presented upon Mare's arrival, Breeder shall have the attending veterinarian make proper tests and evaluations at Mare Owner's expense.
4. Mare must be halter broke and manageable. In the event Mare attempts to kick Stallion during breeding, suitable restraints will be utilized. If the breeding cannot be accomplished safely, the Mare will not be bred.

5. Breeder will administer lutolyze (hormone shot) at the request of the Mare Owner for an extra cost of \$10 per shot. This shot usually brings a mare into heat within 2-5 days.
6. Rear shoes are to be removed before the Mare's arrival.
7. It is preferable to bring the Mare for service one or two days before her heat cycle begins. It should be made known by Mare Owner to Breeder if the Mare is known to have a short cycle (one or two days) or has "silent heats." If there should be two breeding cycles with no resulting embryo, Mare Owner will be required to have Mare veterinary checked for possible uterine tract infections before there will be any further covers. Should a veterinarian find the Mare to be barren after breeding, the Mare may receive more covers until the end of the *current* breeding season for no cost of additional stallion fee. In such a case, Mare Owner may substitute another mare, subject to the approval of Breeder, at any time during the breeding season.
8. If Mare is not successfully covered in *current* season, Stallion owner agrees to waive breeding fee for one consecutive season only. However, Mare owner agrees to pay an additional \$100 re-breeding fee and applicable mare care fees in this case. Mare owner may, in this case, elect to substitute another mare.
9. Breeder shall not be liable for injury, sickness or death of the Mare and/or any accompanying foal, regardless of how it may occur.
10. This Contract contains a live foal guarantee. A live foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 24 hours. If the Mare aborts her foal, the foal is stillborn or said foal does not survive longer than 24 hours, a return season will be guaranteed for the following year only, provided proper notification is given to Breeder of the loss.
 - a. Proper notification shall be defined as written certification by a licensed veterinarian within 7 days from the date Mare is proved not to be in foal or loses her foal. **Failure to provide notification as set forth above shall void the live foal guarantee.**
 - b. This live foal guarantee shall not cover death of the foal due to neglect or deliberate destruction except for humane euthanasia.
 - c. The live foal guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.
 - d. Booster rhino pneumonitis vaccinations must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the live foal guarantee.
 - e. Live foal guarantee applies only if Mare is checked in foal by a licensed veterinarian and Mare Owner further understands and agrees that there will be no guarantee of a live foal if Mare leaves Double S Rainbow Ranch on or before being checked safe in foal by the attending veterinarian.
 - f. Mare Owner understands and agrees that Double S Rainbow Ranch shall not be held liable for the loss, abortion or death of said foal.

11. Color Guarantee. Breeder guarantees that the foal shall have sufficient color to be registered in the APHA Regular Registry in accordance with the APHA color requirements. If, under APHA color requirements the breeding results in a breeding stock foal, Mare Owner will be entitled to a return privilege with the same Mare, or an approved substitute, the following season only. If that breeding results in a foal with insufficient color to be registered in the APHA Regular Registry, then Mare Owner will be entitled to return privileges with the same Mare or an approved substitute Mare the next breeding season only at one-half the Breeding Fee. As proof of such color insufficiency, Breeder must be notified within 30 days of the foal's birth and receive colored pictures showing both sides of the foal. **If such statement is not received within 30 days, the color guarantee becomes null and void.**
12. The breeding season in force for this Contract shall begin February 1 and close July 1 of the year covered by this Contract.
13. A Breeder's Certificate shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after full payment of all bills due on said Mare in connection with said breeding.
14. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry(s) and will pay all associated fees and/or expenses.
15. In the event of the death or sale of the stallion, a substitute stallion of the same breed will be used. If Mare Owner does not deem the substitute stallion acceptable, a refund minus the Booking Fee deposit will be given, thereby canceling this entire contract. In no other case is the breeding fee refundable.
16. Mare Owner understands that under Texas State Law, an equine professional has limitations on liability for equine activities. Mare Owner understands and accepts the risks of breeding and pregnancy and agrees to hold Breeder and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, and personal property damages, including consequential damages, caused to the Mare and/or foal or losses that Mare Owner may sustain arising out of the breeding of the Mare that may accrue from any cause whatsoever during the term of this Contract.
17. Breeder agrees to hold Mare Owner and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, personal property damages, including consequential damages caused to the stallion that the Breeder may sustain arising out of the breeding of the mare that may accrue from any cause whatsoever during the term of this Contract.
18. This Contract cannot be assigned or transferred and constitutes the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract.
19. Mare Owner warrants being the owner or a duly authorized agent of the designated Mare and acknowledges to have had sufficient opportunity to read this entire document and understands the content. Once signed, this Contract will then be binding on both parties subject to the above terms and conditions.
20. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Texas. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all reasonable attorneys' fee, costs of suit and other expenses reasonably related to enforcing this Agreement.

21. With respect to mares who are determined to be in foal by a licensed veterinarian and later lose/absorb the embryo, Double S Rainbow Ranch will rebreed such mares subject to a \$100 re-breed fee and applicable mare care charges. This option is good only for the current breeding season or up to one year following the current breeding season.

Mare Owner's Signature: _____

Date: ____/____/____

Breeder's Signature: _____

Date: ____/____/____

Mare Owner: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Email: _____

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

Tonya I. Spence
Double S Rainbow Ranch
7409 Shady Oaks Drive
Aubrey, TX 76227
Phone: 940-440-9362
Web site: <http://www.doublesrainbow.com>
Email: info@doublesrainbow.com

Checks to be made payable to: "Tonya I. Spence" (owner, Double S Rainbow Ranch)