

*White Harvest Farms*

8181 E. 136<sup>th</sup> Avenue  
Brighton, CO 80602  
303-280-0777

**Breeding Contract**

Subject to the following terms and conditions, I the undersigned (hereafter MARE OWNER),  
(name/address/phone): \_\_\_\_\_

\_\_\_\_\_

Hereby agree to breed (age/breed/Regn. #): \_\_\_\_\_

mare/named \_\_\_\_\_

to the stallion/named \_\_\_\_\_

managed by WHITE HARVEST FARMS

(hereafter SIRE OWNER), during the \_\_\_\_\_ breeding season. In consideration for the breeding, MARE OWNER agrees to pay the stud fee of \$ \_\_\_\_\_, in full, as well as the non-refundable booking fee of \$ 250.00, (which covers the cost of paperwork, lab, processing and evaluation of semen for shipment), as well as any additional charges involved for any breeding done by shipped semen. Please call for the current shipping rate.

I understand that I must return one signed and dated copy of this contract, the Mare ID Form, and the non-refundable booking fee to initiate this contract.

I also understand that to retain rebreeding rights under the live-foal guarantee, that I must also return the completed and signed Veterinary Certificate of Inseminations and Pregnancy Examination later this season for all breedings performed by shipped semen.

1. SIRE OWNER agreed that if the stud fee is paid, and should said mare subsequently, as a result of this breeding, not have a live foal or foals, that can stand and nurse, the stud fee will be carried forward to the next breeding season. Should the usual stud fee charged by SIRE OWNER change between the first and second year of this contract, MARE OWNER shall not be responsible for the difference to SIRE OWNER prior to rebreeding. Once a live foal or foals has been delivered, whether unassisted, this contract has been fulfilled by SIRE OWNER.
2. Should said mare fail to conceive the first season, substitution of a second mare in her place shall be the sole discretion of SIRE OWNER.
3. The stud fee will be carried forward, and the live foal guarantee is valid, only if MARE OWNER has properly maintained the health of the mare, and verifies the mare's pregnancy loss, stillbirth, or newborn foal death by providing SIRE OWNER with a signed and dated veterinary certificate, on the veterinarian's own practice stationary, clearly stating the following:

- a. Identification of the mare named herein;
- b. Verification of the loss of pregnancy or stillbirth,
- c. Verification that, in the veterinarian's best judgment, the mare was maintained in a reasonable state of health, including all vaccinations and deworming as recommended by the veterinarian, including but not limited to vaccinations on an appropriate schedule against Rhionopneumonitis, and that monitoring of the mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties.

SIRE OWNER must receive this certificate within thirty (30) days of discovery or mare's pregnancy loss, stillbirth, or newborn foal death, and in any case prior to further breeding of said mare or semen shipments to said mare.

4. It is further agreed that if either the sire or mare dies, or becomes unfit for service prior to breeding the mare, by whatever means, then the stud fee, and any remaining deposits on semen shipping fees shall be refunded within thirty (30) days, and this contract shall then become null and void. Should the sire die or become unfit for service during the life of this contract, and frozen semen is available to fulfill the SIRE OWNER'S obligation under this contract, then MARE OWNER shall be so supplied with frozen semen, Subject to the deposits required.
5. Recognizing that not all Breed Registries yet recognize the use of frozen and/or cooled semen for the purpose of registering resulting offspring, it is the MARE OWNER'S responsibility to inquire with whatever Registry(s) may be utilized in registering any foal or foals resulting from the execution of this contract as to the recognition of shipped semen for registration purposes. SIRE OWNER may provide, to the best of his/her knowledge, consultation regarding individual Registry rules, but cannot be responsible for changes in those rules or for the ultimate registrability of any foal or foals resulting from the execution of this contract.
6. For mares bred by fresh-shipped (cooled) semen:
  - a. There will be shipping costs to cover the cost of shipping container use, air freight or Federal Express charges, and (if applicable), courier transport to the airport for counter-to-counter shipments.
  - b. MARE OWNER hereby understands that at least 24 hours advance notice must be provided to SIRE OWNER for semen collection and shipment (this means 48 hours prior to the time MARE OWNER is able to inseminate said mare). If less than 24 hours notice is given, the request will be accommodated if reasonably possible, but at the sole discretion of SIRE OWNER. Sufficient advance notice allows overnight federal express door-to-door service, thus eliminating the airport courier fee and inconvenience of airline counter-to-counter service.

7. In no case shall semen be shipped or said mare bred prior to acceptance of a properly signed and completed contract to SIRE OWNER, including the payment by MARE OWNER of the required deposits. It is MARE OWNER'S sole responsibility for timely delivery of all documents relevant to this contract to SIRE OWNER, and SIRE OWNER cannot be responsible for any failure of, or delivery out of their control.
8. It is hereby understood and agreed that shipped semen (cooled), shall be sent only to MARE OWNER'S veterinarian, designated herein by MARE OWNER, unless otherwise specified and agreed upon by SIRE OWNER: (name/shipping address/day and night phone):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. This shall be a binding contract when signed, and this agreement accepted by SIRE OWNER or his authorized agent named herein. Shall any legal actions be required to enforce the terms of this contract, such action shall be subject to the Laws of the State of Colorado, and the prevailing party shall be entitled to all reasonable attorney's fees, court costs, and documented expenses, as may be awarded by the court.

I, the undersigned, do hereby certify that I am the MARE OWNER named herein, or a duly authorized agent thereof, and as such have the authority to enter into this contract, as witnesses by my signature. I also certify that I have read and understood the terms of this contract, seeking legal advice if necessary to clarify any of these terms. The mare named herein (please initial) IS \_\_\_\_\_ IS NOT \_\_\_\_\_ to be bred for an embryo transfer attempt. I am hereby requesting breeding of the mare named herein to the stallion named herein via (please initial) FRESH-SHIPPED \_\_\_\_\_ semen breeding, subject to the possible situation mentioned herein.

Signed and Dated:

MARE OWNER/AGENT (circle) \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

SIRE OWNER/AGENT (circle) \_\_\_\_\_

Street Address: 8181 E. 136<sup>th</sup> Ave

Brighton, CO 80602

Phone: 303-280-0777

Date: \_\_\_\_\_