



Missing Creek Ranch Cutting Horses

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www.MissingCreekRanch.com

Breeding Farm Contract

I hereby agree on this _____ day of _____, 20____, to breed my mare
_____, Reg. # _____ to the stallion
_____ for the 20__ season at \$ _____ breed fee.

Of this amount, a booking fee of \$ _____ is payable with this contract and is non-refundable. The booking fee is credited toward the breed fee. A chute fee of \$ _____ is due and must be paid to _____ upon arrival of mare at the breeding facility. All other expenses including board, veterinary expenses, breeding fees, etc. will be payable upon receipt of an invoice from the facility, or when the mare leaves the breeding facility, whichever is first. All copies of this agreement must be returned completed for approval signatures before mares will be bred. Mare owner understands that this completed and paid contract entitles the mare owner to one breeder's certificate for one foal. Any multiple foals or certificates will require an additional contract and breeding fee. ALL TRANSIT MARES (MARES NOT LEFT AT BREEDING FACILITY FOR PREGNANCY DETERMINATION) AND SHIPPED SEMEN MARES MUST PAY THE ENTIRE BREED FEE BEFORE THE MARE IS BRED OR THE SEMEN IS SHIPPED (SEPARATE AGREEMENT APPLIES FOR SHIPPED SEMEN BREEDINGS).

1. BREEDING SEASON: The normal breeding season shall be February 15 to July 31. The undersigned agrees to give breeding farm ample opportunity to settle the mare, including specifically breeding the mare through at least two (2) heat periods. If for any reason the mare does not settle, the undersigned shall hold the breeding facility and stallion owner harmless. The right of return privileges may not be granted to mares leaving the breeding facility PRIOR to the end of the breeding season BEFORE a positive pregnancy examination by breeding facility veterinarian.

2. Diligent effort will be made to settle my mare; however, if for any reason she does not settle, this will entitle the mare owner to one return breeding the following year providing the balance of the breed fee is paid before the mare departs from the breeding facility. The rebreed is good the following year only. I will not hold the stallion owner, its representatives, or the breeding facility liable, nor will I be charged the remaining breeding fee if the rebreed is not desired; however, the booking fee is non-refundable.

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3. It is understood that, should the foal not stand up and nurse, I will be entitled to a return privilege. This guarantee applies only if I notify you within one (1) week from the death of the foal. This notice must be accompanied by a statement from a licensed veterinarian. If the mare is to be returned and the owner of the mare fails to deliver her for rebreeding the following year, then and all fees shall not be refunded.

4. It is further understood that should the aforementioned stallion die or become unfit for service, the breeding fee will be returned and the contract will become null and void.

5. **The mare's registration certificate (a photo copy of the certificate) must be furnished** at time of booking and signing this contract. **ALL MARES MUST HAVE A VETERINARIAN HEALTH CERTIFICATE WITHIN 30 DAYS, AND A CURRENT COGGINS WITHIN 6 MONTHS.** The rhinoneumonitis FEWT, strangles, and West Nile Virus vaccines will automatically be given to both mare and foal upon arrival at breeding facility unless prior arrangements have been made. I agree that the breeding facility may have a veterinarian check my mare for normal breeding conditions, and to perform such other veterinary services as Breeding Manager deems necessary at mare owner's expense. Both mare and foal's feet will be cared for on an as-needed basis at the mare owner's expense unless prior arrangements are made.

6. Mares that are not halter broken will not be accepted.

7. I understand and agree that neither Missing Creek Ranch, its owners or representatives will be responsible for accidents, sickness, or death to my mare or foal; however, they and their representatives will take all reasonable precautions in their care and supervision.

8. When a representative of Missing Creek Ranch signs and returns one copy of this contract to me, it will be a binding contract on both parties subject to the above terms and conditions. This contract is non-transferable.

9. My mare IS IS NOT insured. If insurance is in effect, list insurance company name, representative to contact, and telephone number. _____

for any required notification of injury or serious health complications.

10. TO OBTAIN A "BREEDERS CERTIFICATE" MARE OWNER MUST NOTIFY STALLION OWNER OF THE FOAL'S BIRTH AND ALL CONDITIONS OF THIS CONTRACT MUST HAVE BEEN MET AND ALL FEES MUST HAVE BEEN PAID IN FULL.

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11. This agreement constitutes the entire agreement between the parties hereto and there are no binding agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein: this agreement cannot be amended except in writing executed by all parties hereto; this instrument will be construed in accordance with the laws of the State of Colorado, and will inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties; all action with respect to this agreement will be instituted in a court sitting in Douglas County, Colorado and the Mare owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court, waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum; the person executing this agreement on behalf of the Mare Owner is fully authorized to execute this agreement on behalf of the Mare Owner.

Name of Mare Owner

Booking Fees

Signature of Mare Owner

Stud Fee

Address

Chute Fee

Telephone Number

Stallion Owner Approval

Date
