



Boyd Morgans
 Sandy Boyd
 P.O. Box 87
 Placerville, CA 95667
 (530) 391-4270
 www.boydmorgans.com

- Farceur's Highlander RobRoy - Morgan
- Iron Pyrite - Morgan
- DREA Lapu Firechip - Appaloosa

Stud Fees ~ \$500 all mares

BREEDING CONTRACT

Mare Owner: _____ Date: _____

Address: _____

Phone _____

Home: _____ Work: _____ Cell: _____

Mare Name: _____

Breed: _____

(Attach pedigree) _____

A booking fee of \$150.00 shall be paid to Boyd Morgans by the mare owner upon execution of this agreement. The booking fee is non refundable. The sum of \$_____, breeding fee minus booking fee, shall be paid before the mare is removed from Breeding Facility (hereby known as Boyd Morgans) or as follows: If breeding with transported cooled semen (not available for all stallions) the balance must be paid before semen is shipped. Refunds on stud fees will only be given if the stallion fails to perform. There will be no refunds on mare care, or any veterinary or farrier charges.

Board:

Board is due prior to mare leaving the facility at a rate of \$10.00 per day for mare or \$13.00 per day for mare and foal, payable to Boyd Morgans.

Conditions:

- A) Mare must arrive at Breeding Facility in healthy and breedable condition; that is free from any known sickness, disease or infection.
- B) All mares shall be accompanied by health certificate indicating current vaccinations for Equine Influenza, Rhinopneumonitis, Tetanus, and Sleeping Sickness. Mares not accompanied by such a certificate shall be vaccinated by the Breeding Facility's veterinary service shortly after arrival at mare owner's expense. Mares must also be accompanied by a veterinary certificate showing negative results of a uterine culture & cytology taken within the 45 days prior to the desired breeding date. Mares without a certificate of negative culture will have a these tests performed by the Breeding Facility's veterinarian of choice at the mare owner's expense. Maiden mares do not require a culture and cytology.
- C) Mares must be halter broke, and able to be hobbled. If barefoot, hind hooves must have been recently trimmed and rasped smooth. Newly shod mares should have hind shoes removed; worn shoes may remain.
- D) The mare owner agrees to accept responsibility for all veterinary and farrier expenses as deemed necessary by the stallion owner and their veterinary services. This shall include any and all procedures necessary to breed the mare and any routine or emergency services. These fees must be paid by the mare owner upon presentation.

- E) All fees including veterinary, farrier, board and any other incurred must be paid in full before mare leaves the breeding facility.
- F) Mare owner may substitute another approved mare if original mare fails to settle within 3 breeding cycles. If mare owner does not substitute another mare within this time period, additional handling fees may apply or mare owner risks forfeiture of stud fees.

Risk of Loss:

All responsible efforts will be made to provide visiting mares and foals with proper care to ensure their health and safety. However, stallion owners, or their representatives shall not be held liable for any loss, sickness, disease or injury during the time they are in the custody of the breeding farm. The mare owner understands that the breeding facility does not carry any of the horses that are in their possession for breeding and for boarding on any liability, accident, injury, theft or equine mortality insurance. All the risk to the mare or mare and foal are to be borne by the mare owner.

Transported Semen Fee (not applicable for all stallions):

Cooled semen shipped within the continental United States is \$250.00 per shipment payable in advance. This fee includes collection, packaging and airfare or Fed Ex, and entitles the mare owner to the use of our container for four calendar days. If our container is used a deposit of \$250.00 will be required prior to shipment. Upon return of the container this deposit will be refunded. Failure to return the container within four calendar days will incur a late charge of \$25.00 per day until container is returned. This fee will be deducted from the deposit.

Registration and Breeding Documents:

Stallion Owner shall provide a certificate of service from the American Morgan Horse Association for shipped semen or a registration application for mares bred on the farm and all signatures required from a stallion owner to enable registration of the foal from this breeding with the appropriate horse registries.

Live Foal Guarantee (Rebreeding Privileges):

If for any reason a serviced mare does not produce a "live foal", defined as a foal standing and nursing without assistance for a period of 24 hours after birth, stallion owner guarantees to provide return breeding privileges for the serviced mare during the balance of the contracted breeding season and for the following calendar year, if necessary. Rebreeding dates to be at the mutual convenience of stallion and mare owners. If rebreeding is necessary no additional stud or handling fees will be charged and the terms and conditions of this agreement will remain in effect for the extended period with additional veterinary, farrier and boarding charges being charged at the then prevailing rates.

Venue, Costs and Attorney Fees:

It is further agreed that in the event it is necessary for Stallion owner to hire any attorney to enforce the terms of this contract, or to defend against an action brought by the mare owner, whether or not it results in a lawsuit filed in a court of competent jurisdiction stallion owner shall be entitled to reasonable attorney fees and costs. In the event it is necessary to resort to a court of law in order to enforce the terms of this contract or to defend against an action against the mare owner, it is agreed between the parties that the venue of said court action shall be exclusively limited to County of EI Dorado, State of California.

WE HAVE READ, FULLY UNDERSTAND, AND AGREE TO THE ABOVE CONTRACT.

MARE OWNER: _____ DATE: _____

STALLION
OWNER: _____ DATE: _____