

## LIVE COVER CONTRACT

Booking Fee: CK#  
Stallion Fee: \_\_\_\_\_ CK#

Contract #: \_\_\_\_\_

This Live Cover Breeding Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, between Windy Hill, herein referred to as WSHH, and: \_\_\_\_\_ the ("mare owner").

1. The mare owner agrees to breed the "mare" \_\_\_\_\_, Registration No. \_\_\_\_\_ to the Stallion Ras-Moniet, standing at WSHH in the 200\_\_ Breeding Season. The mare owner agrees to pay the sum of \$1,200.00 (US) for the breeding fee.

- The booking fee of \$200.00 (US) must accompany this contract, and is non refundable.
- The remaining balance of \$1,000.00 (US) and a \$200.00 Mare Handling fee (non refundable), must be paid at the time, if not before, the mare arrives at the farm for breeding.
- Mare owner will be responsible for the mare to be delivered, and picked up from, our farm for breeding. Mare will be required to be at our farm thru 1 breeding cycle.

The breeding fee shall reserve one (1) re breeding during the next breeding season, only in the event that mare is not pronounced in foal, should miscarry, abort, or the foal does not stand and nurse within 24 hours of birth. A re breeding in the following season, is subject the booking fee, the Mare Handling fee, and all mare care/veterinary costs associated with this breeding.

2. WSHH agrees to provide suitable facilities for the care and feeding of the mare while in her custody. Mare owner agrees to pay for feed and routine care at a rate of \$8.00 (US) per day, for a mare without foal, and \$10.00 (US) per day, for a mare with foal. Premises damages, caused by the mare beyond normal wear and tear, will be charged to the mare owner.

3. Mare owner agrees to allow a qualified veterinarian to check the mare for normal breeding conditions, and to perform such other services as WSHH shall deem necessary or proper, to enhance the likelihood of pregnancy, or for the treatment and protection of the mare and, if applicable, any foal at side. Such veterinary services shall be at mare owner's expense, and mare owner shall pay them upon presentation of the veterinarian's invoice. Mare owner must pay all veterinary invoices prior to picking up the mare. These charges may include, but are not limited to: treating for infections, hoof trimming, semen collection, artificial insemination charges, accidents or accident-related conditions, examination, and pregnancy check while in the care of WSHH, and must be paid in full by *cash, money order or cashier check* before mare is to leave the premises.

4. Upon arrival, said mare shall have a current uterine culture and biopsy certificate, having been done within the last 45 days, and having been done while mare is in heat to ensure the mare is free from infection. If the mare does not have a certificate for uterine culture and cytology exam within 45 days of arriving at the breeding farm, our attending veterinarian, at mare owner's expense, will provide this exam. IF the mare is wearing hind shoes, they must be pulled.

5. The mare must be halter broke, and stand tied quietly. Mare must be current on vaccinations. The mare shall be in a healthy and sound breeding condition, free from infections, contagious or transmissible diseases. Mare owner agrees to pay all expenses to bring mare up to these standards, should the mare arrive at the premises not meeting these requirements. A photostatic copy of the registration papers, veterinarian's health certificate, and a health, worming and immunization record (Mare Info sheet) must accompany the mare. WSHH reserves the right to refuse mare if not in satisfactory condition.

6. WSHH agrees to breed the above mare through 1 heat cycle, with return privileges through the next two heats cycles. Should the mare fail to conceive after being bred thru 3 cycles, return privileges will be granted only after an examination by a qualified reproductive veterinarian, at the mare owner's expense, and the mare is proven able to conceive. Depending on the veterinarian's advice, another mare may be substituted with mutual consent. A substitute mare is also subject to the same conditions as above.
7. Mares that are removed from the premises before they are checked in foal, will lose return privileges if they are not checked by a veterinarian within 18 days of the last breeding. All mares must be confirmed safely in foal at 45 days by a licensed veterinarian, and WSHH must be notified in writing for return privileges for the following year to apply.
8. WSHH agrees to diligently try to settle the mare; however, if mare fails to settle, for any reason, mare owner will hold WSHH blameless. Mare owner agrees to give WSHH ample opportunity to settle mare and not remove mare before the end of her estrus cycle.
9. Should WSHH deem it necessary, the use of sedation, breeding hobbles, twitch and/or breeding chute is authorized. If mare proves to be unsafe to stallion, handlers or herself, WSHH has the right to refuse live cover. At that time, the option of semen collection, artificial insemination and related costs will be the responsibility of the mare owner. Mare owner may, alternatively, substitute another mare, as an option, and that mare is subject to all terms of this contract.
10. The mare owner agrees to keep the mare in good physical condition throughout the pregnancy, vaccines for Rhinopneumonitis at the 5th, 7th, and 9th months of pregnancy, and dewormed, regularly with an FDA approved agent for pregnant mares, or all return privileges and stud fees are forfeited.
11. A Breeder's Certificate will be issued for the foal, conceived by this mating, when stallion fees and all other expenses have been paid in full. To obtain a "BREEDER'S CERTIFICATE" you must notify WSHH of the foal's birth within 10 days of foaling. Only one "Breeder's Certificate" will be issued per completed Stallion Service contract. For any additional births, there will be a new Stallion Service contract completed, of which the breeding fee shall be payable.
12. Both parties agree that WSHH, agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal. It is further agreed that should the above named stallion die, be sold by owner, or become unfit for service prior to settling the mare, frozen semen from the deceased stallion may be offered. Or, if the Mare dies or becomes unfit to breed before having been pronounced safe in foal, a substitute mare may offered.
13. This contract is NOT TRANSFERABLE OR ASSIGNABLE without prior written consent.
14. The mare owner agrees that should it become necessary for WSHH, to retain the services of an attorney to enforce its rights under the terms of the contract, including but not limited to the collection of any sums due hereunder, the mare owner agrees to pay WSHH all expenses and costs, including reasonable and necessary attorney's fees incurred by WSHH in enforcing this contract.
15. It is expressly agreed that the contract is to be performed in Burt County, NE and venue for any action hereunder shall be in Burt County, NE.

**CONTRACTS THAT ARE NOT FILLED OUT COMPLETELY ARE INVALID**

Please fill out and return 2 copies of this contract, along with the mare information sheet, and booking fee to: Windy Hill Sport Horses, (booking fee payable to Michelle Herbolsheimer), 2876 County Road F; Tekamah, NE 68061

Approved and Agreed To: Windy Hill

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

\_\_\_\_\_ Stallion Owner/ WSH Agent

MARE OWNER:

Name (Please Print): \_\_\_\_\_

by: \_\_\_\_\_) \_\_\_\_\_ (Signature)

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

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_