

ENDEAVOR PASO FINOS BREEDING CONTRACT 2007

This STALLION BREEDING CONTRACT for the breeding season of 2007 is made and entered on this _____ day, of _____, 2007, is by and between ENDEAVOR PASO FINOS, hereinafter designated Breeder, and _____, hereinafter designated as Mare Owner. Mare Owner agrees to breed the mare _____, Registration No. _____, to the Stallion SILENCIO QUIETO de LUNETTA, PFHA Registration No. 30,622, International Registration No. 98519, for the fee of \$750.00, for a live foal, subject to the following conditions.

1. The stallion fee includes a non-refundable booking fee of \$300.00, payable with this contract, the balance of which must be paid with all other expenses when mare is picked up or prior to first shipment of semen, whichever is first. Invoices are payable upon receipt. Mare Owner may not remove mare from Breeder's possession until all expenses are paid in full. AI is a separate charge. \$200.00 direct to "GDT Morgans", Johnson, VT., prior to shipping semen. No semen will ship unless stud fee and AI collection fee are paid in full. No exceptions. No coupons or discounts will be excepted after their expiration date provided on the certificate. Certificates must accompany your deposit.
2. Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in our custody. Mare Owner agrees to pay for care and feed at the rate of \$12.00 per day for mares without foals and \$16.00 per day for mares with nursing foals.
3. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinary and farrier services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. Mare Owner hereby consents to and understands that training, farrier expenses, veterinarian expenses, trailering, and/or any other miscellaneous expenses are additional costs and they are responsible for them.
4. Mares that are not halter broken will not be accepted. Stallion owner shall assume no responsibility for a mare that will not or cannot conceive or shows extreme aggressive behavior towards the stallion manager/vet. Stallion owner shall exercise every reasonable effort to settle a mare. Mare Owner will be responsible for the veterinarian's fee to be present to perform AI, as this stallion is only collected and shall not be placed with the mare to be bred. In the event that the mare will not breed or does not conceive within a reasonable period of time, the stallion owner reserves the right to refuse to continue to try to settle the mare. If a mare is refused, the booking fee shall constitute liquidated damages.
5. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious, or transmissible disease. A current negative Coggins test, photo copy of registration papers (both sides), veterinarians health certificate, plus a health, worming, and immunization record must accompany mare, if they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition. If a mare is refused, the booking fee shall constitute liquidated damages.
6. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason. Mare Owner will hold Breeder blameless. Mare Owner agrees to give breeder ample opportunity to settle mare. Breeder does make the suggestion that the mare be put on a vitamin/mineral combo called Pro Form from US Animal Nutritionals at least 2 months prior to attempted breeding.

7. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, there are return privileges for the year 2008 season only if Breeder is notified within 30 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort, or prove barren after leaving the Breeder's premises. The Mare Owner has the privilege to return her for breeding during the current breeding season through 2008, or the following year 2009. Mare Owner consents to have a licensed veterinarian examine the mare 18 - 30 days after the service. If the Mare Owner removes the mare from the Breeder's facility during this time, the mare owner shall assume responsibility for having the mare examined and furnishing a report to the stallion owner no later than 60 days after service. In the event that the Mare Owner removes the mare from the Breeder's facilities and fails to provide said report to stallion owner, Mare owner can jeopardize return privileges to the stallion for that year and the booking fee will be considered liquidated damages.

8. A Breeder's Certificate will be issued for the foal, conceived by this mating, when the stallion fee and all other expenses have been paid in full, and when the mare has either, at Breeder's option (a) been pronounced "safe in foal" or (b) has produced alive foal by this mating.

9. Both parties agree THAT ENDEAVOR PASO FINOS, the breeder, their agents or employees are not liable for death, sickness, and or accident, including consequential damages cause the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton negligence of the Breeder and the Mare Owner is not liable for the death, sickness and/or accident including consequential damages caused to the stallion.

10. It is further agreed that should the stallion die, be sold by the owner or become unfit for service prior to settling, that 1/2 of the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract, or if mare dies, or becomes unfit to breed before being pronounced in foal, the Breeder has the option to either (a) accept another mare according to paragraphs 4 & 5 as a replacement or (b) refund 1/2 of the breeding fee, if it has been paid in full, thereby canceling this Contract.

11. This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes on mare. Breeder (a) strongly recommends (b) requires that Mare Owner carry Insurance on mare and/or foal. Company _____ Policy No. _____

12. This contract is entered into in the state of Vermont and will be interpreted and enforced under the laws of that state.

13. Additional conditions should be individually initialed by each party. If none, check____.

14. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. When Mare Owner and Breeder sign this contract, it will be binding on both Parties, subject to the above terms and conditions.

Breeder's Signature _____
Gizelle M Bushey, Endeavor Paso Finos

Mare Owner's Name & Address _____

Telephone () _____ - _____

Booking Fee of \$300.00 received by _____

Mare Owner's Signature _____