

**RICH N CHOCOLATEY BREEDING CONTRACT**

The mare to bred is \_\_\_\_\_, AQHA # \_\_\_\_\_

This contract is entered into and is between Myers Horse Farms INC., Ann Myers, known as STALLION OWNER, and the undersigned MARE OWNER and Jeff Elthorp, Striding Equestrian Center, known as STALLION MANAGER. This contract sets forth the rights and responsibilities of the parties for the \_\_\_\_\_ breeding season to the stallion **RICH N CHOCOLATEY**.

1. MARE OWNER shall pay the breeding fee of **\$1250.00** which includes a non-refundable booking fee of \$500.00 which is due upon execution of this agreement. The balance of the breeding fee \$750.00 is due upon arrival of mare to farm. All unpaid board and expenses must be paid when mare is retrieved. Mare will not be released to MARE OWNER or any AGENT until all fees are paid to date. The STALLION OWNER and STALLION MANAGER shall have a possessor lien on the mare for all unpaid bills.

2. MARE OWNER shall deliver the mare in a healthy and sound breeding condition free from infection or disease. MARE OWNER agrees that STALLION OWNER and STALLION MANAGER have permission to have the mare treated by a licenced veterinarian for pregnancy examination, and have reasonable and necessary veterinary services performed for any condition which might insure the mares well-being as the STALLION MANAGER deems necessary and proper at the expense of MARE OWNER. A current Coggins Test document, veterinarian health certificate, worming and immuization records, along with a photocopy of both sides of mares registration papers must accompany mare upon arrival . If said health documents do not accompany mare the STALLION MANAGER, notifying the MARE OWNER may direct a licensed veterinarian to exam and test the mare at the MARE OWNERS expense. STALLION OWNER and STALLION MANAGER reserves the right to refuse the mare if the mare is not in satisfactory condition. If the mare is refused, the booking fee shall constitute liquidated damages. A MARE OWNER may substitute another mare within that breeding season.

3. MARE OWNER shall be invoiced at the first of each month for all interim expenses including but not limited to veterinary expenses, farrier services, special dietary services as well as board ex- penses. Said invoices are payable upon receipt by MARE OWNER. Such charges are to be paid in full whether mare settles or not.

4. STALLION MANAGER shall attempt with reasonable diligence to settlemare; however , for any reason the mare does not settle, MARE OWNER will hold STALLION OWNER and STALLION MANAGER harmless.

5. The breeding season begins on February 1 and ends on June 15 of the year covered in this contract.

6. STALLION OWNER guarantees a live foal from the contract for herein. LIVE FOAL is defined as a foal that stands and nurses. Should the mare prove not to be in foal, aborts her foal or if the foal is still born, MARE OWNER shall notify the STALLION MANAGER within one week of the foaling date, or the date the mare is proved to not be in foal, or if the mare loses her foal. A written statement from a licensed veterinarian verifying that the mare has slipped or produced a non-viable foal must be sent to STALLION OWNER and STALLION MANAGER.

7. In the case a mare qualifies for a rebreed, STALLION OWNER shall give the MARE OWNER a free season to the stallion the following year only.

8. In the event that the mare has more than one foal, the MARE OWNER shall pay an additional breeding fee for each live foal.

9. In the event the mare aborts, the MARE OWNER shall certify to the STALLION MANAGER that the mare was accurately administered vaccines to prevent the mare from aborting; such as a booster rhinopneumonitis vaccinations administered as the drug manufacturer indicates. Failure to do this will void the live foal guarantee. It is also recommended to have a progesterone test at 30 days to monitor mares levels.

10. All parties agree that the STALLION OWNER and STALLION MANAGER or their agents shall not be liable for the death, sickness, or accident including consequential damages caused to the mare or foal. All parties agree that MARE OWNER shall not be liable to damages done by mare.

11. A breeders certificate will be issued to the MARE OWNER after all outstanding expenses have been paid and upon notification of the birth of the foal to STALLION OWNER or STALLION MANAGER.

12. This contract is governed by the laws of New York State and is hereby executed as of the date signed by the STALLION MANAGER and MARE OWNER. STALLION MANAGER date shall govern the effective date of this contract.

13. Rates: \$10.00 Dry Mare, \$15.00 Wet Mare. Subject to change upon notice.

STALLION MANAGER \_\_\_\_\_ Date \_\_\_\_\_

MARE OWNER \_\_\_\_\_ Date \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone(s) \_\_\_\_\_

Email \_\_\_\_\_

**ALL CHECKS PAYABLE TO JEFF ELTHORP**

1607 Saint Jane Ave  
Utica, NY13501  
PH 315-360-0033 [Email](#)