



K-J Hollow Andalusians

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2007 Breeding Contract Live Cover

PLEASE READ CAREFULLY. ANY VARIANCE FROM THIS AGREEMENT (without prior written consent) WILL VOID THIS AGREEMENT.

Please fill out all pertinent information regarding your mare, sign and return all copies of the contract together with the booking fee. Checks should be made payable to the appropriate farm standing at the location to which your mare will be taken. One copy will be executed and returned to you upon acceptance of the booking.

This agreement, made and entered into this _____ day of _____ 20____ by and between

Name (Mare owner) _____

Address _____ City _____ State _____ Zip Code _____

Phone # (_____) _____ E-mail address: _____

Referred to hereinafter as mare owner and Joyce Firkus / K-J Hollow Andalusians referred to hereinafter as stallion owner.

The above signed mare owner requests breeding service by the Andalusian (breed) Stallion know as D.W. Soñador, having registration number 2516(S) with The International Andalusian & Lusitano Horse Association.

The above signed mare owner is requests breeding service during the 2007 (year) breeding season (April 15th - August 1st). This breeding agreement comes with a "Live Foal Guarantee," but it will not exceed two (2) consecutive breeding seasons. This breeding is valid through August 1 2009. However if in April there is still snow or ice on the ground, breeding will not be available until outside condition improve.

ATTACH A COPY OF THE MARES REGISTRATION PAPERS TO THIS CONTRACT

Mare to be breed _____ Breed _____ Reg. # _____

Age _____ Color _____ Markings _____

Mare owner is looking to start breeding the month/year of _____

Breeding & Booking fee for non purebred Andalusian mare: \$ 750.00 includes a non-refundable booking fee of: \$ 250.00 to be paid in full before the 1st breeding. *Booking fee to be returned with this contract.

Mare Care: \$8.00 per day / to be paid upon mare's departure.

Balance: (due at time of departure of the mare) \$ _____

TERMS AND CONDITIONS

It is understood and agreed that this agreement is only for the mare listed only. This agreement is non-transferable, and cannot be sold.

1. Delivery of mare: The mare, at owner's expense is to be delivered and picked up from the stallion owners' farm.
2. Veterinary certificate: We highly recommend but it is not mandatory. Prior to delivery of the mare, the owner, at owners expense should have the mare examined by a licensed equine practitioner have mare check before breeding and make sure mare is free of any infectious, contagious or transmissible disease, and has normal reproductive organs. We reserve the right to reject any mare physically unfit, not clean and fit for breeding, unmanageable or vicious. If the mare arrives showing any suspicious discharges or Stallion owner suspects any abnormal breeding diseases, a culture and/or biopsy will be done at owners' expense.
3. Negative Coggins test required prior to or at delivery. The mare owner shall furnish to stallion owner a copy of the negative Coggins test for Equine Infectious Anemia (EIA) taken within the last 6 months prior to delivery.
4. Current inoculations and worming required: Prior to or at delivery, the mare owner shall furnish stallion owner evidence that the mare has current inoculations against Tetanus, Eastern and Western Encephalomyelitis, Influenza and Pneumabort K for Rhinopneumonitis. Rabies vaccination suggested but not required but recommended Worming within 2 months, required.
5. Method of breeding: The method of breeding shall be at the sole discretion of the stallion owners so long as the method used is approved by the breed registry.
6. Because of excessive demand or unusual circumstances, there is a slight possibility; we may need to reschedule your mare for a later date. If one is available, you may be offered the choice of a different stallion with the rate remaining the same.
7. Release of Liability: Neither the stallion owners nor any of their agents or employees are liable or responsible in any way what so ever for any sickness, disease, astray, theft, death or injury to or incurred by said mare while at the stallion owners property.
8. Care of Mare: Stallion owners shall have complete discretion as to all Veterinary and Farrier care and the feeding program of said mare while in the stallion owners' care.
9. Breeding fee: The owner of said mare agrees to pay to stallion owners a total fee of \$ 750. Payable as follows: \$ 250. booking fee upon execution of this agreement (hereafter referred to as the booking fee and which is also considered a non-refundable handling fee) and the balance \$500.00 on or before the mare is removed from the care of the stallion owners.
10. Additional fees: In addition to the breeding fee, the mare owner shall be responsible for any and all expenses mare may incur while at stallion owners and shall pay to stallion owners promptly upon billing as follows:
Listed but not limited to:
 - A) Board at rate indicated on the face of the contract.
 - B) Board at the same rate shall be paid for foals over the age of 5 months.
 - C) All veterinary expenses.
 - D) All Farrier expenses.
 - E) Any and all expenses mare may incur while at stallion owners.
 - F) Any and all expenses if A. I., Semen Collection, & Semen container are needed or requested.
11. Live foal Guarantee: Stallion owners will do all in their power to see that the mare conceives and is settled. If the mare does not conceive or deliver a live foal, which stands, and nurses, the same mare may be brought to the stallion for re-service until a live foal is produced. Not to exceed a period of more than two consecutive breeding seasons commencing on the year of the first breeding under this contract. (Two-Year Limitation). In the event of the sale or death of the stallion, a substitute stallion will be used.

The foregoing live foal guarantee shall not be applicable unless 1) The mare is pregnancy tested within 55 days of the last breeding and her condition reported to the stallion owner within 55 days of the last breeding date. 2) The mare is given a Pneumabort K vaccination to prevent abortion on the required schedule. (5th, 7th, & 9th month). 3) The stallion owners are furnished with a veterinary statement within one year from last breeding date or within one week after foaling, whichever occurs first, evidencing the fact that the mare did not deliver a foal that stood and nursed.

ATTENTION THERE IS NO EXCEPTIONS TO THESE RULES.

12. Breeding fees are non refundable: In the event, the mare is unable to be settled, unable to carry a foal to term or unable to produce a live foal, an approved substitute mare may be used if it is verified by a licensed veterinarian that the original mare will not produce a live foal. In the event of the sale, death or relocation of said mare, or owner simply wishes not to re-breed said mare, substitution will not be allowed.

13. Halter broken and restraint: mares that are not halter broken and cannot be restrained will not be accepted. Stallion owners reserve the right to use any methods of restraint necessary to insure the safety of the mare, stallion and handlers. We require that the mares' shoes be removed. If they are not and it is deemed necessary they will be removed here at owners expense.

14. Service by another stallion: Exposure to or service by another stallion after her departure from stallion owners farm automatically voids this contract and stallion owners reserve the right to refuse to execute any papers necessary for the registration of any foal from said mare.

15. Execution of papers: stallion owners guarantee to sign any and all papers connected with this contract. However no papers will be signed until contract is completed and the stallion owner has been notified of the birth of the foal.

16. Entire Agreement: this agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties hereto.

17. In the event of any type of legal action or lawsuit initiated by the mare owner, all legal fees, court costs and fees pertaining to the lawsuit will be paid by the mare owner.

18. Non-assignable; This agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties provided, however, that this contract shall not be assigned or transferred by either party hereto without the written consent of the other. This contract shall be interpreted in accordance with the laws of the State of Minnesota in the county of Chicago and said laws shall govern its validity and administration.

MARE OWNER SIGNATURE

DATE

STALLION OWNER

DATE