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Toledo del Zipa · 2010 Stud Breeding Contract  
(Patrimonio del Ocho x Dinastia de La J)

Mare Owner: \_\_\_\_\_ Farm: \_\_\_\_\_ Breeding Season: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Recorded Owner or Agent: \_\_\_\_\_

**FEES:**

This Contract covers the stallion, Toledo del Zipa, whose service fee is \$2,000.00 (Two thousand United States Dollars). One thousand five hundred United States Dollars, (\$1,500.00) to be paid with this contract signing and the remaining Five Hundred United States Dollars (\$500.00), plus any additional expenses and board fees due shall be paid when the mare leaves the farm and / or certify pregnant for 30 days. A fee of One Hundred United States Dollars (\$100.00) per month shall be charged to the Mare Owner if balance is not paid within 30 days after the mare was declared in foal by a certified veterinarian.

*All checks should be made payable to MGM Paso Finos LLC.*

The Mare: \_\_\_\_\_ PFHA Registration Number: \_\_\_\_\_

Sire of Mare: \_\_\_\_\_ Dam of Mare: \_\_\_\_\_

Mare's Birthday: \_\_\_\_\_ Color of Mare: \_\_\_\_\_

**Term Length:**

The term of this contract shall be for a period beginning: \_\_\_\_\_, year \_\_\_\_\_ and ending not later \_\_\_\_\_, year \_\_\_\_\_ or as otherwise provided herein.

**The Mare Owner Agrees that:**

Upon arrival, the mare will be:

1. Halter Broken.
2. Have the hind shoes removed.
3. Be accompanied by a current certificate signed by a veterinarian, certifying that she is healthy and in sound breeding condition. Please note, a negative culture is required.
4. Recent Coggins Test (within three months).

Stallion owner will not be responsible for accident, disease, or death to or of the mare, or to her foal (if she has a foal). Stallion owner may, at his discretion, have his veterinarian check and treat the mare for breeding condition or diseases, with the expenses of such services charged to the mare owner's account and paid when the mare leaves the farm. He will pay the following board on his mare at the time the mare leaves the farm. Feed & Facilities: \$ \_\_\_\_\_ per day.

Should he fail to deliver the above mare to the stallion owner's premises on or before \_\_\_\_\_ stallion owner shall be under no further obligation with respect to any matter herein set forth. Transportation to and from the farm is the responsibility of the mare owner.

Initials of Stallion Owner: \_\_\_\_\_ · Initials of Mare Owner / Agent: \_\_\_\_\_

If the mare owner chooses Artificial Insemination (AI), the mare owner agrees:

1. To pay all transportation and collection charges of semen.
2. To return any and all shipping container (s), within seven days, as soon as the semen has been used.
3. To insure shipping container (s) for its full replacement cost or be responsible for its replacement cost if not insured.

This contract shall not be assigned or transferred. It is applicable for the above mentioned Mare, only. In the event the mare is sold, any remaining unpaid fee shall be immediately due and payable and no refund shall be due anyone under any circumstances. If multiple embryos are collected from one insemination, each live foal born will require the payment of a separate stud fee. The mare owner shall bear all risk of loss or harm to the mare or foal (if she has one) unless such loss is caused by the gross negligence of the stallion owner, his agents or employees.

**The Stallion Owner Agrees:**

He will provide suitable facilities for the mare and feed and care for her in a good husband like manner. Mare owner will not be responsible for any disease, accident or injury to stallion owner's horses. He will insure that all care is taken to get mare "in foal" and provide documentation (at mare owner's expense) to this effect if requested. He has the right to demand the removal of the mare after sixty days from this date should the mare be barren at the time. If the stallion should not get the mare in foal the stallion will be made available for breeding to mare during the next breeding season, at the option of the mare owner.

In addition, the stallion owner agrees:

1. To guarantee a Live Foal.
2. To provide DNA typing and registration of the stallion in accordance with PFHA rules.
3. To provide all pertinent documentation for the registration of the resulting offspring.

As the live foal is the ultimate goal of this breeding, the Stallion Owner hereby agrees to send, upon Mare Owner's request, fresh semen for the mare to be inseminated. If, however, after three successive heat cycles, said mare cannot be certified in foal by licensed veterinarian, the Stallion Owner shall reserve the right to withdraw this agreement and shall be granted release from further obligation.

Should said mare, pronounced safe in foal, abort her foal, or bear a foal which fails to stand and nurse as certified by licensed veterinarian, the Stallion Owner hereby guarantees that said mare shall have a return breeding at no additional breeding fee (any charges are the obligation of the mare owner). Fresh semen will be sent to mare to inseminate the mare for a maximum of three successive heat cycles. If the mare should not conceive, or should fail to deliver a live foal after the second year of breeding, the Stallion Owner shall be granted release from further obligation.

In the event that the Stallion may not be in territory of the United States of America, become unfit for service prior to conception by the mare as certified by a licensed veterinarian, or in the event of the death of the Stallion, in order to comply with the live foal guarantee as stated before, Stallion Owner, guarantees that the breeding fee will be returned with the exception of the booking fee to the mare Owner, thus releasing the Stallion Owner from further obligation.

In the event that the mare dies (before, during or after conception) or becomes unfit to breed prior to the initial breeding to the stallion, the stallion owner shall be under no further obligation with respect to any matter herein set forth and no refund shall be due anyone under any circumstances.

**The stallion owner and the mare owner mutually agree that:**

This contract contains the entire understanding of the parties and any modification or alteration of the terms and conditions of this contract must be in writing, signed by the stallion owner and the mare owner. The laws of the State of Illinois shall govern this contract. In the event that any action is filed in connection with this contract, the prevailing party is entitled to attorney's fees, cost, and expenses, including all cost and fees on appeal. If any party of this agreement is determined to be void by a court in any competent jurisdiction, the remaining agreement shall remain effective. The contract is not valid unless completed in full and signed by both parties.

\_\_\_\_\_  
Signature, Mare Owner or Representative

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Stallion Owner or Representative

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Date

*Updated: 06/29/09*