

www.diamondhranch.org *Diamond H Ranch* www.diamondhranch.org
P.O. Box 315
3600 S. Old Skull Valley Rd.
Skull Valley, Az 86338
Ph. # 928-642-8280
CallieHDZ@hughes.net

Name of mare: _____ # _____

Age _____ Color _____

Name of Stallion: Mighty Alrighty # 770,098

Term/Conditions

1. Non-refundable booking fee for 2008: \$250.00 payable to Diamond H Ranch with this contract. Please include a copy of the mares papers with this contract.
2. Breeding fee for 2008 is \$750.00 payable to Diamond H Ranch. The breeding fee includes the Non-Refundable Booking fee above. Handling Fee of: \$250.00 will be charged on breed backs the following year for mares that did not produce a live foal. Special consideration to approved mares and a multi mare discount.
3. Stallion named: **Mighty Alrighty** will be standing at Diamond H Ranch for the 2008 breeding season. Mare owner agrees to pay for care and feed at the rate of \$10.00 per day dry and \$12.00 per day wet.
4. The breeding season begins February 1st and ends June 15th. Transported Cooled Semen Available. Breeding fee must be paid in full before semen will be shipped. First shipment is included in breeding fee. Subsequent shipments are \$200.00 each which includes disposable shipping container.
5. Upon arrival, all mares must be accompanied by a photocopy of the registration certificate, a current coggins and a health certificate indicating current vaccination for equine influenza, rhinopneumonitis, tetanus, and sleeping sickness. Please include uterine culture, if available, and worming records. The Breeding Facility shall have the attending veterinarian make customary tests and evaluation at the mare owner's expense.
6. Due care and diligence will be exercised in the breeding, handling and feeding of the mare (and foal) while at the Breeding Facility. The mare owner agrees to accept full responsibility for any veterinary expenses incurred by the mare and/or foal.
7. The mare owner agrees to allow the Stallion ample opportunity to settle the mare (breed mare through at least two (2) heat cycles and/or being certified in foal by a veterinarian). If however, for any reason the mare does not settle, mare owner will hold Stallion owner and the Breeding Facility harmless. If culture and/or treatment is needed, this will be done at mare owners expense.

ADDITIONAL TERMS AND CONDITIONS ARE ON THE NEXT PAGE

Cindy Smith and/or Dawna Rheingans

Stallion Owner(s) or Agent

Mare Owner(s) Name (as on Registration Papers)

P.O. Box 315 /3600 S. Old Skull Valley Rd

Address

Address

Ph.#

City: Skull Valley,

State: AZ

Zip: 86338

City:

State:

Zip:

Approved this _____ day of _____, 2008

Approved this _____ day of _____, 2008

Stallion Owner or Manager

Mare Owner Signature (as on registration papers)

Live Foal Guarantee: This guarantee will apply only to mares which have been examined and pronounced in foal by a veterinarian. Stallion owner must be notified within one (1) week. If the mare aborts or if the foal dies within one (1) week of foaling, The Paint Lethal White Syndrome found in breeding Lethal Overo to Lethal Overo is covered under these terms. **It is the mare owner's responsibility to have their mares tested for the Lethal White gene.** This notice must be accompanied by a statement from a licensed veterinarian. Breeding privileges shall be extended for the following year, on the same mare.

Should the above named Stallion die or become unfit for service or mare becomes unfit to breed prior the breeding date then your stud fee will be returned or you may choose to breed to another stallion owned by the stallion owner. However the booking fee is nonrefundable.

Mares must be halter broke.

Every effort will be made to get each mare in foal, however, if mare does not conceive, booking and/or Handling Fee shall be forfeited.

A breeder's certificate will be issued to the mare owner after all expenses have been paid in full and upon the birth of a live foal.

The Stallion owner shall be entitled to interest at the rate of 1 ½ % percent per month on any unpaid balances. In addition, the mare owner shall be liable for any and all collections fees and reasonable attorney's fees. NO breeder's certificate or registration application will be issued until all amounts due have been paid in full.

If the mare is sold or registration is transferred, all fees are due immediately.

The Stallion owner and/or Breeding Facility shall not be liable for any sickness, disease, stray, theft, injury or death which may be suffered by the mare and/or foal or any other cause of action whatever arising out of or being connected in any way with breeding or boarding of the mare and/or foal. This includes, but not limited to, any personal injury or disability, which the mare owner/s may receive while at the Breeding Facility. The mare owner fully understands that the Stallion owner and/or Breeding Facility does not carry public liability, accidental injury, theft or equine mortality insurance and that all risks connected with breeding and/or boarding of the mare(s) are to be borne by the mare owner(s).

This contract shall not be assigned or transferred by the mare owner without the consent of the Stallion Owner. If the mare is to be rebred and the mare owner fails to deliver the mare for breeding before May 1st of the following year, then any and all fees paid shall not be refundable and the Stallion owner shall have no further obligation with respect to this contract is thereby null and void.

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. This contract is entered into in the State of Arizona and will be interpreted and enforced under the laws of the state. The Stallion owner and the mare owner agree that this contract shall bind and benefit all parties and their respective heirs, legal representatives, successors and/or assigns.

Please make a copy of this contract for your own records and return to stallion owner.