

**Glenn Watson Farm
20 CR 11320, Paris Texas 75462
903-249-1752**

**2020 Breeding Contract
On Farm Breeding**

1. The mare shall be in a healthy and sound breeding condition: free from infections, contagious or transmittable diseases. A current Coggins test, copy of registration papers (both sides), veterinarian health certificate, plus a health, worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner hereby consents to stallion manager's veterinarian examining and or testing the mare as may be necessary to complete the above tests, certification and other records. However, the stallion managers reserve the rights to refuse any mare, which is (1) not in proper condition (2) which does not have all records, tests, and registration documents as required herein.

2. Glenn Watson Farm breeding staff agrees to diligently try to settle the owner's mare. The mare owner agrees to give Glenn Watson Farm ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If mare leaves the ranch before being pregnancy checked, mare owner is required to have mare ultrasound at 15 and 30 days after last breeding date. If for any reason the mare does not settle, mare owner will hold Glenn Watson Farm harmless.

3. All unpaid board and all other expenses must be paid before the mare departs farm.

4. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th, and 9th of the pregnancy.

5. The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Texas and shall be construed and enforced under the laws of the state of Texas. Under Texas law (chapter 87 civil practice and remedies code) an equine professional is not liable for an injury or death of a participant in equine activities resulting from inherent risks of equine activities.

Name of Stallion: _____ Breeding Fee: \$ _____

Approximate date to expect mare at farm for breeding _____

Mare's status: barren _____ maiden _____ in foal _____ due date _____

Is Mare/Foal Insured: yes ___ no ___

Insurance Co. _____ Phone # _____

Board Rates - 5.00 per day dry 5.00 per day wet

Mare Owner _____ Date _____

Stallion Owner _____ Date _____

This agreement is made this _____ day of _____, 20____, by and between
_____ (Stallion Owner), and _____ (mare owner)

Name of Mare Owner _____

Address _____

Telephone _____

Whereas, Mare owner desires to breed the following mare:

Name of mare _____

Breed _____

Age _____

Registration # _____

Name of vet receiving shipment _____

Address of vet _____

Telephone # of vet _____

Mare to be bred to following stallion _____

Breed _____

Registration # _____

Whereas, Mare owner desires to arrange for the shipment of semen as follows:
Shipped via: _____

PAYMENT PROVISIONS

Mare owner shall pay breeding fee of \$ _____ for the live foal during the
20____ Breeding season.

The Balance of \$ _____ plus all expenses shall be due and payable prior to the
shipment of any semen.

General Provisions:

Mare shall be healthy and in sound breeding condition. Mare owner agrees to provide copies of mare registration papers. After 3 semen shipments, mare owner will be required to provide stallion owner with a copy of a breeding soundness evaluation by a licensed vet prior to receiving additional shipments of semen.

Mare owner shall hold stallion owner harmless for any sickness, disease, theft, death, or injury which may be suffered by the mare, or any cause of action whatsoever arising out of, or connected in any way with receipt of semen shipment or breeding. This includes, but is not limited to, any claim of damages, loss or injury that may occur to any person or personal property.

Live Foal Guarantee

As defined herein, "live foal" shall mean that the newborn foal stands and nurses without assistance. Failure to stand and nurse shall be evidenced by a written statement from a licensed vet within one week from death. Such guarantee entitles mare owner to a re-breeding of the mare to the stallion. In the event the stallion is not available for re-breeding, the stallion owner may substitute another stallion at mare owner's option.

Live Foal Guarantee shall apply only if a mare is pregnancy checked "safely in foal" by a licensed vet at 15-21 days after breeding, by ultrasound, or if ultrasound is not available, no later than 30 days following insemination. Mare owner agrees to provide stallion owner with written notification, signed by licensed vet no later than 45 days following insemination.

If Mare miscarries, aborts or fails to conceive, mare owner is entitled to re-breeding of the mare during the current season or the following season, provided all fees have been paid. A veterinarian's certificate is required.

If Mare dies or becomes unfit to breed, mare owner is entitled to re-breeding of the mare during the current season or the following season with an approved substitute, with no additional breeding fee, provided all fees and expenses have been paid. A veterinarian's certificate is required.

Mare shall be vaccinated by a licensed vet or by mare owner with vaccine dispensed by licensed vet as follows:

Rhinopneumonitis, equine influenza

Proof of vaccine may be required. Failure to administer such vaccinations shall void Live Foal Guarantee.

This Agreement shall not be assigned or transferred by either party with the express written consent of the other. If the mare is to be re-bred, and the mare owner fails to re-breed during the following breeding season, then any and all fees and expenses paid shall be non-refundable, this Agreement shall be terminated and the stallion owner shall be released from all further responsibility.

A Breeder's Certificate will be issued for a foal upon request of vet written confirmation that the mare is "safely in foal", and the breeding fee and all expenses have been paid in full.

This Agreement is governed by, and shall be construed under the law of the state of Texas.

This Agreement may be modified or amended by written agreement of the parties.

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In case of breach or default by one party, the non-breaching party shall have the right to reasonable cost, including attorney, incurred as a result of such breach or default.

No waiver of any provision hereof shall constitute a waiver of any other provision of this Agreement.

This Agreement shall be binding upon the parties, their heirs, agents, personal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Stallion Owner by:

_____ Date _____

Mare Owner by:

_____ Date _____