

STALLION BREEDING CONTRACT
THE COLOURED COB GYPSY HORSES

This STALLION BREEDING CONTRACT for the breeding season of 2013, is made and entered into on _____ by and between Valerie Menz of THE COLOURED COB, Stallion Owner and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg. No. _____ to the Stallion, **Black Forest Romeo**, GHRA #00000506, for the fee of \$ _____, for a live foal, subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$250.00 payable upon execution of this contract. The balance of this fee must be paid, with all other expenses, when mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable upon receipt. Mare Owner may not remove mare from Breeder's possession until all expenses are paid in full, including veterinarian expenses. The Stallion Owner shall have a possessory lien on the mare of all unpaid bills.
2. Stallion Owner agrees to provide suitable facilities for the care and feed of mare and/or foal while in her custody. Mare Owner agrees to pay for care and feed at \$17.00 per day for dry mares, and \$20.00 per day for wet mares. It is mutually understood and agreed by and between parties that the term dry mare is a mare without a standing foal at her side and that the term wet mare is a mare with a standing foal at her side.
3. Stallion Owner will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Stallion Owner assumes responsibility for arranging veterinarian and farrier services as necessary. Breeder's Veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian and farrier expenses will be paid by Mare Owner.
4. Mare Owner shall deliver the mare in a healthy and sound breeding condition free from infectious, contagious or transmissible disease. Mare Owner further agrees that pregnancy examinations shall be authorized as necessary by the Stallion Owner or the licensed veterinarian then in attendance. If any special or particular veterinary services are required or desired by the Mare Owner, they shall be specified in writing to the Stallion Owner on the Mare Disclosure Statement upon the execution of this agreement and at a time not less than seven (7) days prior to when the mare is deposited for service. A current negative Coggins Test document shall be delivered to the Stallion Owner together with a photocopy of both sides of all registration papers for the mare, veterinarian's health certificate, and a health worming and immunization record to accompany mare. If said health documents do not accompany mare, the Stallion Owner shall notify Mare Owner and may direct a licensed veterinarian to examine and/or test the mare at the Mare Owner's expense. Stallion Owner 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 and the Mare Owner shall be immediately notified at the address of record contained herein to remove said mare from the premise of the Stallion Owner.
5. Mare Owner shall notify Stallion Owner of any special dietary or farrier services required of said mare on the Mare Disclosure Statement. The Mare Owner will pay any exceptional dietary and farrier expenses.

6. Stallion Owner agrees to diligently try to settle the mare; however, if mare fails to settle, for any reason, Mare Owner will hold Stallion Owner blameless. Mare Owner agrees to give Stallion Owner ample opportunity to settle mare, including a minimum of (3) breeding cycles.
7. In the event that the Mare Owner desires to remove the mare from the Stallion Owner before she has had ample time to settle her, then all unpaid board expenses and that balance of the breeding fee shall be due payable. It shall be conclusively presumed that the Stallion Owner has not had ample opportunity to settle the mare during the breeding season if she is taken from the premises for the Stallion Owner prior to being bred through three (3) heat cycles.
8. Stallion Owner guarantees a live foal from the breeding contracted for herein. "Live Foal" is defined as a foal that stands and nurses without assistance. Should the mare prove not be in foal in the year bred or lose her foal or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Owner in writing within one week of the foaling date or the date the mare is proved not to be in foal or loses her foal. Such notice forwarded to the address of record of Stallion Owner shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not a "Live Foal" as defined above or that the foal has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice, it is agreed as follows:
 - a. Stallion Owner shall give Mare Owner the privilege to return her for rebreeding during the current breeding season, or the following year.
 - b. In the event the Mare Owner fails to deliver the mare by the following year, then any and all fees paid shall not be refunded and the right to rebreed is thereby cancelled.
9. All parties agree that the THE COLOURED COB CORP, their agents or assigns are not liable for death, sickness or accident including consequential caused to the mare or foal. The Mare Owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion.
10. The Mare Owner hereby grants license and permission to the Stallion Owner to photograph the mare and any get of the above mentioned for promotional purposes. The Stallion Owner may identify the mare and the Mare Owner in the event said promotion is engaged.
11. The Mare Owner hereby certified that he, she, or it is the actual owner of record of the mare and has all power and authority to enter into this particular agreement for the mare in question.
12. It is further agreed that should the stallion die, be sold by the owner, or become unfit for service, prior to settling the mare, that \$_____ of the breeding fee will be refunded, if it has been paid in full, thereby cancelling this entire contract; or, if mare dies or becomes unfit to breed, the Stallion Owner has the option to either (a) accept another mare as a replacement or (b) refund \$_____ of the breeding fee, if it has been paid in full, thereby cancelling this Contract.
13. A Stallion Service Certificate will be issued for the foal conceived by this mating when the stallion fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands and nurses by this mating; at the Mare Owners request.
14. This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes and full insurance on mare and foal (if desired)
Company _____ Policy# _____ Telephone# _____
15. This Contract is entered into the State of New Jersey and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Laws, then that clause shall be null and void.

16. 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. Additional conditions should be individually initialed by each party. If none, check box [].

When Mare Owner and Stallion Owner sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Stallion Owner's Signature

Date

Mare Owner's Signature

Date

Mare Owner's Address

Mare Owner's Telephone

Booking Fee of \$ _____ Received By: _____



Valerie Menz
The Coloured Cob Corp.
2163 Stillwater Rd
Newton, NJ 07860
908-362-1034