

## Lone Star Performance Horses

This Stallion Breeding Contract for the breeding season of 2016 is made and entered into on \_\_\_\_\_ by Shannon McCartney hereinafter designated as Breeder, and \_\_\_\_\_ hereinafter designated as Mare Owner. Mare Owner agrees to breed the mare, \_\_\_\_\_ Registration # \_\_\_\_\_ to the stallion Special Contender, Registration # 00570191 for the fee of \$750.00 for a live foal and is subject to the following conditions:

1. The stallion service fee of \$750.00 includes a non-refundable booking fee of \$100.00 which must be submitted with this contract. The balance of \$650.00 must be paid in full before semen is shipped. Initial Collection/Shipping Fee is included in the stud fee. If Additional shipments are needed a Collection/Shipping Fee of \$300.00 per shipment will apply (\$150.00 if picked up on farm)
2. Stallion will be collected on Monday – Wednesdays – Fridays of the understood breeding period. Semen will be shipped “overnight” using FedEx or UPS. If Saturday delivery is required please check with your local receiving station to insure that Saturday Delivery is available to your location, as well as your veterinarian to make sure they accept weekend deliveries prior to ordering semen. You must contact us at the number listed below no later than 10:00am the day the shipment must be sent in order for us to guarantee that semen will be available.
3. A deposit for shipping container is not required, however if container is not returned within 5 days, a fee of \$10.00 per day will be applied. Please note that if you incur this fee it must be paid prior to the breeders certificate being released.
4. Breeder agrees to diligently attempt to settle Mare Owners mare. Mare Owner agrees to give Breeder ample opportunity to settle the mare by having her bred through at least two heat periods. If, However, for any reason the mare does not settle, Mare Owner will hold Breeder harmless. The above applies to the normal breeding period, which is understood by both parties to be from February 1 through July 1 of the year involved, and both parties hereby acknowledge and agree that any mare bred during this period will be considered as having been bred under the terms and conditions of this stallion breeding contract for that year. It is further agreed that should the mare die or become unfit to breed that Mare Owner may substitute another mare for the current or following breeding season only. If the stallion should be sold or deemed unfit to breed, mare owner may transfer breeding to one of the other stallions offered by Breeder/Lone Star Performance Horses.
5. Mare shall be checked by a veterinarian to insure she is in a healthy, and sound breeding condition. Any previous breeding problems shall be disclosed to Breeder. Mare Owner is required to have mare ultra-sounded by a licensed veterinarian within 20 days of being bred. Results must be sent or phoned in to Breeder. Any mare not ultra- sounded within 20 days of being bred will make the “Live Foal Guarantee” null and void.
6. Third year re-breeds are subject to an additional booking fee. No live foal guarantee or live color foal guarantee on third year rebreeds
7. Breeder offers a Live Color Foal Guarantee. “Live Colored Foal” is defined as a foal that stands and nurses without assistance after foaling, and is eligible for full registration with the APHA. If the mare proves barren, aborts her foal, or if the foal is stillborn, a return breeding will be guaranteed the same year only. If you choose not to exercise your rebreed privilege then we will consider this contract completed. When the mare is confirmed pregnant, the contract is filled, there are no guarantees on re-breeds Breeder must be notified within seven (7) days that the foal did not stand and nurse or that no live foal will be produced from Mare Owner s mare. Either statement must be under the signature of a licensed veterinarian on his or her own letterhead
8. A Breeders Certificate will be issued for the foal conceived by this mating when the stallion fee and all other expenses have been paid in full and when the mare has produced a live foal by this mating.
9. Mare Owner will read, complete and sign this contract. The contract is not transferable or assignable. No cash refunds will be given. This agreement is entered into in the State of Texas and will be interpreted and enforced under the laws of that State. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are included unless specifically stated in this written agreement. Additional conditions will be individually initialed by each party. Please submit a copy of mares registration certificate with this breeding agreement.

\_\_\_\_\_  
Breeders (or Authorized Agent) Signature/Date

\_\_\_\_\_  
Mare Owner (or Authorized Agent) Signature/Date

Contact Information: \_\_\_\_\_