BREEDING CONTRACT

K & D STABLES Doug Ripley 3795 Chapel Hill Road Decatur, AL 35603

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THE VIRGINIA COAL MINER

This contract for th	e Breeding Season of	, is made and entered into and on this
	[]	'ear]
day of	is between Do	ug Ripley, herein designated as the breeder, and
[Day]	[Month]	,
the mare owner: _		Mare owner agrees to breed the
_	Print First and Last Name C	learly]
mare:	to	"The Virginia Coal Miner", for the fee of
	Print Mares Name Clearly]	•
\$600 for a Live Fo	al, subject to the following c	onditions.

- **1.** The Stallion fee of \$600 Dollars shall be paid when the mare is delivered to the breeder or before semen is shipped. All other expenses must be paid when the mare is picked up, unless prior arrangements have been made.
- 2. Breeder agrees to provide a suitable facility for the care and feeding of the mare and or foal while in their custody. Mare owner agrees to pay for the care and feed at the rate of \$8.00 per day or \$10 per day for mares with foals.
- **3.** Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and or foal. If mare is left through her cycle, breeder assumes responsibility for arranging veterinarian services for routine mare examinations (palpations and or ultrasound) to determine if said mare is in foal. Mare owner will pay for all veterinarian expenses incurred during her stay at K & D Stables.
- **4.** The mare shall be easy to handle and at least halter broke and in healthy, sound breeding condition. All mares must show proof of a current, negative coggins test within the last 12 months. The breeder reserves the right to refuse mare if not in satisfactory condition.
- **5.** Breeder agrees to diligently try to settle the mare (breed her through her current cycle) However if the mare fails to settle, for any reason, mare owner will hold breeder blameless. Mare owner agrees to give breeder ample opportunity to settle the mare and not remove the mare before the end of her estrus cycle.
- **6.** This contract contains a "LIVE FOAL GUARANTEE". A live foal is described as a newborn foal, which stands and nurses without assistance. The live foal guarantee is subject to the following conditions:

- a. Mare owner agrees to have a veterinarian confirm pregnancy within 30 days of last breeding date. Knowingly allowing a mare to carry twins will **VOID** Live Foal Guarantee.
- b. Mare owner must immunize the mare for equine rhinopneumonitis (equine herpes type 1) at 5,7 & 9 months of pregnancy.
- c. If foal is dead, Stallion owner must be notified within 2 days of foaling. A veterinarian statement confirming death may be required.
- d. If after being pronounced "safe in foal", if the mare should miscarry, abort or prove barren after leaving the breeder premises, mare owner has the right to return her within 18 months from original breeding.
- e. Mare owner agrees to remove mare from fescue pasture and or hay no later than the last 2 months of pregnancy.
- **7.** Both parties agree that Doug Ripley, the breeder, his agents or employees are not liable for death, injuries, sickness, escapes and or accidents including consequential damages caused to the mare or foal. The mare owner is not liable for death, sickness and or accidents including consequential damages to the stallion.
- **8.** It is further agreed that should the stallion die, be sold by the owner, or become unfit for service prior to settling a mare that 100% of the paid breeding fee will be refunded, thereby canceling this entire contract.
- **9.** Should the original mare prove unbreedable, die or become unfit to breed before being pronounced safe in foal, the mare owner has the option to substitute another mare as a replacement. All provisions of this contract shall apply to any substitute mare furnished for breeding pursuant to the terms of this contract.
- **10.** Our shipping containers are \$39.95 each and are yours to keep and reuse as often as you want. This cost is not part of the \$100.00 special. In the event your mare doesn't take with the first breeding, just send the container back for another shipment.

This contract represents the entire agreement between the parties. No other agreements of promise, verbal or implied are included unless specifically stated on this contract. When mare owner and breeder sign this contract it will then be binding on both parties, subject to above terms and conditions.

Signature of Mare Owner	Date
Cignoture of Broader	Data
Signature of Breeder	Date