



# ThoroLee Painted Farm

## Breeding Contract Sierras Super Star



This contract is for the breeding season of 20\_\_, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and between **ThoroLee Painted Farm, Inc.**, hereinafter designated Breeder and \_\_\_\_\_, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare \_\_\_\_\_, Reg. No. \_\_\_\_\_, to the stallion known as **Sierras Super Star**, AQHA Reg. No.3262017, for the fee of \$500.00, for a live foal, subject to the following conditions.

**The stallion fee includes a non-refundable booking fee of \$200.00, payable with this contract, the balance of which must be paid with all other expenses when mare is picked up.**

Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in their custody. Mare Owner agrees to pay for care and feed at the rate of \$12.00 per day for dry mares: \$15.00 per day for wet mares.

Mare Owner agrees to allow a qualified veterinarian to check the Mare for normal breeding conditions, and to perform such other services as ThoroLee Painted Farm, Inc. shall deem necessary or proper for the treatment and protection of the Mare and, if applicable, any foal at side. Such veterinary services shall be at Mare Owner's expense and Mare owner shall pay them upon presentation of the veterinarian's invoice. Mare Owner must pay all veterinary and farrier invoices prior to picking up the mare. These charges include, but are not limited to: working, treating for infections, disease, shoeing, hoof trimming, artificial insemination charges, accidents or accident-related-conditions, preventative measures, original examination, and pregnancy checking while in the care of ThoroLee Painted Farm, Inc. and **MUST** be paid in full by cash, money order or Visa/Mastercard before mare is to leave the premises, unless otherwise agreed as follows:

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Upon arrival, said mare shall have a current uterine culture and palpitation certificate, having been done within the last 45 days and having been done while mare is in heat to ensure this mare is breedable. If the mare does not have a certificate for uterine culture and cytology exam within 45 days of arriving at the breeding farm, our attending veterinarian at mare owner's expense will provide this exam. This is important for the sake of all parties to provide for optimal fertility of each mare and efficiency of the breeding operation. Mare must be current on vaccinations. Mare must also be in good health. Mare owner agrees to pay all expenses to bring mare up to these standards should the mare arrive at the premises not meeting these requirements.

The mare shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. A Photostat copy of the registration papers of mare's sire and dam, veterinarian's health certificate, and a health, worming and immunization record must accompany the mare. Breeder reserves the right to refuse mare if not in satisfactory condition. Breeder agrees to diligently try to settle the mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare and not remove mare before the end of her estrus cycle. The Mare Owner agrees to keep the mare in good physical condition throughout the pregnancy, vaccines for Rhinopneumonitis at the 5th, 7th, and 9th months of pregnancy, and dewormed, regularly with an FDA approved agent for pregnant mares or all return privileges and stud fees are forfeited. If the in-foal mare is not given the recommended vaccinations and the mare aborts, a re-handling fee of \$500.00 for re-breeding the mare will be charged. In addition to the stud fee, the MARE OWNER will be responsible for the cost of the semen shipping process including: a) ground and air transportation and a : b) shipping canister deposit (if applies for Equitainer useage) of \$250.00 plus: c)collection fee. **(OR) If shipping box is used, box must be returned within 72 hours. No issue of breeder's certificate will be issued before the box is returned/or replaced.**

The total amount (Stallion fee, Canister Deposit) plus shipping fee (depends on location) is due at ThoroLee Painted Farm not less than 10 days prior to the first shipment of the semen. If the shipping canisters are returned to **ThoroLee Painted Farm, Inc. 30516 N.E. Lewisville Hwy, Battle Ground, WA 98604**, in good

condition 4 days after the day of each shipment of semen, the canister deposit will be refunded to the mare owner after the final breeding has taken place. If the cost of shipping semen to your mare exceeds the estimated amount, the canister deposit will be applied to the outstanding balance. If the shipping cost is less than the estimated cost, the balance will be refunded.

It is the responsibility of the Mare Owner to ensure that the DELIVERY CERTIFICATE, enclosed with each semen shipment, is properly filled out by the attending veterinarian and returned to THOROLEE PAINTED, FARM INC., with each shipping canister. Any deviation from this procedure could result in forfeiture of all stud fees, balance of shipping fees, canister deposit, and the right to a breeder's certificate.

This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead, there are return privileges for the 20\_\_ season only if Breeder is notified within thirty days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for breeding during the current breeding season or the following year. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fees and all other expenses have been paid in full.

Both parties agree that ThoroLee Painted Farm, Inc, the Breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton negligence of the Breeder; and the Mare Owner is not liable for death, sickness, and/or accident including consequential damages caused to the stallion.

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 100% of the paid breeding fee will be refunded, thereby canceling this entire contract: or, if mare dies or becomes unfit to breed before being pronounced safe in foal, the Breeder has the option to either (a) accept another mare as a replacement, or (b) refund whatever breeding fee has been paid, less booking fee and mare care fees; thereby canceling this entire contract.

ThoroLee Painted Farm, Inc. assumes no liability and shall not be responsible for any accident, injury, or death of the mare and/or her foal for any reason while under the care of ThoroLee Painted Farm, Inc. **The mare owner acknowledges that ThoroLee Painted Farm, Inc. carries no insurance of any kind on his/her mare or foal.**

This Contract is entered into in the State of Washington, Clark County, and will be interpreted and enforced under the laws of that state.

This Contract represents the entire agreement between the parties. No other agreements of promises, verbal or implied, are included unless specifically stated in this written Contract. Each party should individually initial additional condition. If none, so indicate\_\_\_\_\_.

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

**Mare Owner**

**Breeder**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Address*

**ThoroLee Painted Farm, Inc.  
30516 N.E. Lewisville Hwy  
Battle Ground, WA 98604**

\_\_\_\_\_  
*phone*

Booking fee of \$\_\_\_\_\_ received by \_\_\_\_\_  
Booked for the month of: \_\_\_\_\_

**Summary of Fees:**

Stallion Fee: \$500.00 (includes \$200.00 non-refundable booking fee)  
Collection Fee: \$150.00

**Artificial Insemination charges:**

Container Deposit: \$250.00 (refundable)  
Shipping Charge: Varies by location