

HOPES CREEK RANCH

Nancy & Walt Magnussen
4700 Country Meadow, College Station, Texas, 77845
979-690-0747
FAX 979-690-0956
e-mail: nancy@hopescreekranch.com

This **ON SITE BREEDING CONTRACT** is made and entered into on this ____day of _____, 201__, by and between Nancy and Walt Magnussen, hereinafter referred to as Breeder, and _____, hereinafter designated Mare Owner.

Mare Owner agrees to breed the mare:

Mare Name _____

Registration # _____, Breed _____, Age _____

To the stallion (check one):

ALL HANDS ON ZIP, Reg #517790 for a breeding fee of \$1000

HANDS OF A HERO, Reg #644878 for a breeding fee of \$1000

for a live foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$350, payable upon execution of this contract. The booking fee is required for all mares, and is included in the breeding fee. Booking fee is required on all services, including those transferred and services purchased from parties other than Hopes Creek Ranch. The booking fee is reduced to \$150 fee on any donated services. The balance of the breeding fee must be paid, with all other expenses, whenever mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable upon receipt with a late fee of \$20.00 applied to past due accounts. Mare may not be removed from Stallion Manager's possession until all expenses are paid in full.

2. Chute fee is \$300 per estrus cycle and includes all ultrasound examinations, inseminations and collections for that cycle. All additional veterinary services and materials will be charged accordingly. Breeder agrees to provide suitable facilities for the care and feed of mare and/or foal while in his custody. In addition, Mare Owner agrees to pay for care and feed at \$15 per day. With foal, add \$7 per day. Hopes Creek Ranch requires 48 hours advance notice when the Mare Owner wishes to remove their mare from the farm. The mare and foal will be released only upon payment in full of all outstanding invoices, including all breeding and veterinary invoices.

3. Hopes Creek Ranch will exercise judgement consistent with recognized standards in care and supervision of mare and/or foal. Hopes Creek Ranch assumes responsibility for arranging veterinarian and farrier services as necessary. We will examine mare for normal breeding conditions and administer medical care as deemed necessary for breeding mare, and for the health and safety of the mare and/or foal. All veterinary and farrier expenses will be paid by Mare Owner.

4. All arrangements for bringing the mare for breeding must be made with Hopes Creek Ranch at: **979-690-0747** at least 24 hours in advance. **Space is extremely limited for on-site breeding.**

5. Mares that are not halter broken will not be accepted. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious and transmissible diseases. A current negative Coggins Test, photocopy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany mare; if they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition or impose additional mare care fees if mare is underweight. If mare is refused, the booking fee shall constitute liquidated damages.

6. The Stallion Manager, and representatives, agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder and Stallion Manager, or representatives, blameless. Mare Owner agrees to give Stallion Manager ample time to settle mare.

7. This Contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If foal is born dead, there are return privileges for the following season only, providing Breeder is notified with 10 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 **February 1 through June 15 (June 1st for Hands Of A Hero)**, or the following year. The Mare Owner certifies that such abortion or death did not result from any act or omission of the Mare

