



BREEDING CONTRACT

THIS AGREEMENT, FOR GOOD AND VALUABLE CONSIDERATION RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DATED THE ___ DAY OF ___, 20___ MADE BY AND BETWEEN, PAINTED BAR STABLES, HEREINAFTER REFERRED TO AS 'PAINTED BAR STABLES' OR 'STABLE', PROVIDING THE BREEDING SERVICES SPECIFIED HEREIN, LOCATED AT 4093 LAKE AVENUE, BURDETT NY 14818, AND ___, THE OWNER OF HEREINAFTER-DESCRIBED MARE, HEREINAFTER REFERRED TO AS 'OWNER', RESIDING AT A PERMANENT ADDRESS OF _____.

THESE PARTIES WARRANT THAT THEY HAVE THE RIGHT, INCLUSIVE OF OWNERSHIP OF THE HORSES AND BREEDING RIGHTS HEREIN NAMED AND DESCRIBED, TO ENTER INTO THIS AGREEMENT.

THE FOLLOWING MARE IS BOOKED TO BE BRED FOR THE 20___ BREEDING SEASON TO THE STALLION NAMED VANZI BARS N STRIPES, REGISTRATION # AQHA 5746655.

MARE NAME _____ REGISTRATION # _____
MARE AGE _____ MARE HEIGHT _____ REGISTRATION ASSOCIATION _____
MARE COLOR _____ MARE PATTERN _____
EYE COLOR _____ KNOWN GENETICS _____

Current photos and proof of ownership or lease agreement signed by both parties must accompany all Breeding Contracts. If you intend to register your foal and require a breeding certificate from the AQHA, a copy of the mare's registration papers (front and back) with current owner listed. If your mare is insured, Painted Bar Stables must have a policy declarations page for that mare naming Painted Bar Stable as an additional insured and a contact name and number.

1. Fees:

The total stud fee, including non-refundable booking fee and stud service is \$650. A non-refundable booking fee of \$150 is due with signed contract. The balance of stud fee (\$500) or Full Care Package (\$970) and any other related fees are due before breeding. No mare will be bred until Breeding Contract is signed and fees paid in full.

LIVE COVER

FULL CARE BREEDING PACKAGE: \$1120 (a 10% discount!)
Includes: Stud Fee and \$150 non-refundable Booking Fee (\$650); Live Cover Breeding; Three Weeks of Mare Care (\$450); & a 14-Day veterinary ultrasound for pregnancy and twin check (\$125) and appointment handling (\$20).

WEEKLY MARE CARE*:

- \$150 per week for Box-Stall Board
\$200 per week for Mare with Foal

* One full week minimum of mare care is required without exception to ensure allow time to reach end of heat.

ARTIFICIAL INSEMINATION (FEES WILL BE ACTUAL COST TO CORNELL UNIVERSITY)

- Semen Collection: \$210 Cooled Semen, \$100 Frozen Semen
Shipping Container: \$10 for container rental, \$30 deposit (returned upon return to Cornell)
Semen Shipping: Shipping to Cornell (estimated \$80+), Shipping charged by mare owner (shipping label to be furnished)

2. **Billing**

All expenses must be paid by Owner upon receipt of billing statement. Interest rate will be 5% per month will be added to any/all balances over 30 days old, cumulated each additional month. No mare will leave Painted Bar Stables and no breeding certificates released without a zero balance on account. Interest rate will be 5% per month will be added to any/all balances over 30 days old.

3 **Breeding Dates:** During each month the Painted Bar Stables can only offer live cover breeding services to a distinct number of mares. Please confirm with Stable as to availability. It is the responsibility for the Owner to monitor the mare’s cycle and ensure they are in heat. Mares will not be bred unless the staff (and stallion) determine the mare sufficiently in heat).

If a mare is booked during a specific month, it is up to the mare owner to ensure that they monitor their mare's heat cycle and that the mare arrives at our stables for breeding within the reserved month.

BOOKING MONTH RESERVED: March April May June July August

If a mare does not settle into pregnancy during her reserved month or if a mare aborts the pregnancy (see section 7. Live Foal Guarantee), the mare may return for re-breeding during the next availability on the stallion’s schedule. There is no guarantee that there will be availability the following month.

4A. **Artificial Insemination**

Semen for artificial insemination will be collected by Cornell University College of Veterinary Medicine. All associated fees for collection and shipping must be paid at cost by Owner.

4A.1 **Scheduling Collection:** It is understood that Painted Bar Stables collects semen through the Cornell University Equine Park. The University is open Monday through Friday and collections cannot occur over the weekend.

It is additionally understood that an appointment may be necessary for both Painted Bar Stables and the staff at Cornell University to collect semen. While collection dates may change last minute, an anticipated window of 5 days is requested prior to collection to clear schedules and prepare paperwork for collection.

2A.1 **Credit Card:** For artificial insemination, valid credit card information must be provided to Painted Bar Stables to cover any fees required for collection and shipment at Cornell University prior to any collection or shipment.

NAME ON CARD _____

CREDIT CARD NUMBER _____

EXPIRATION DATE _____

BILLING ZIP CODE _____ CARD TYPE _____

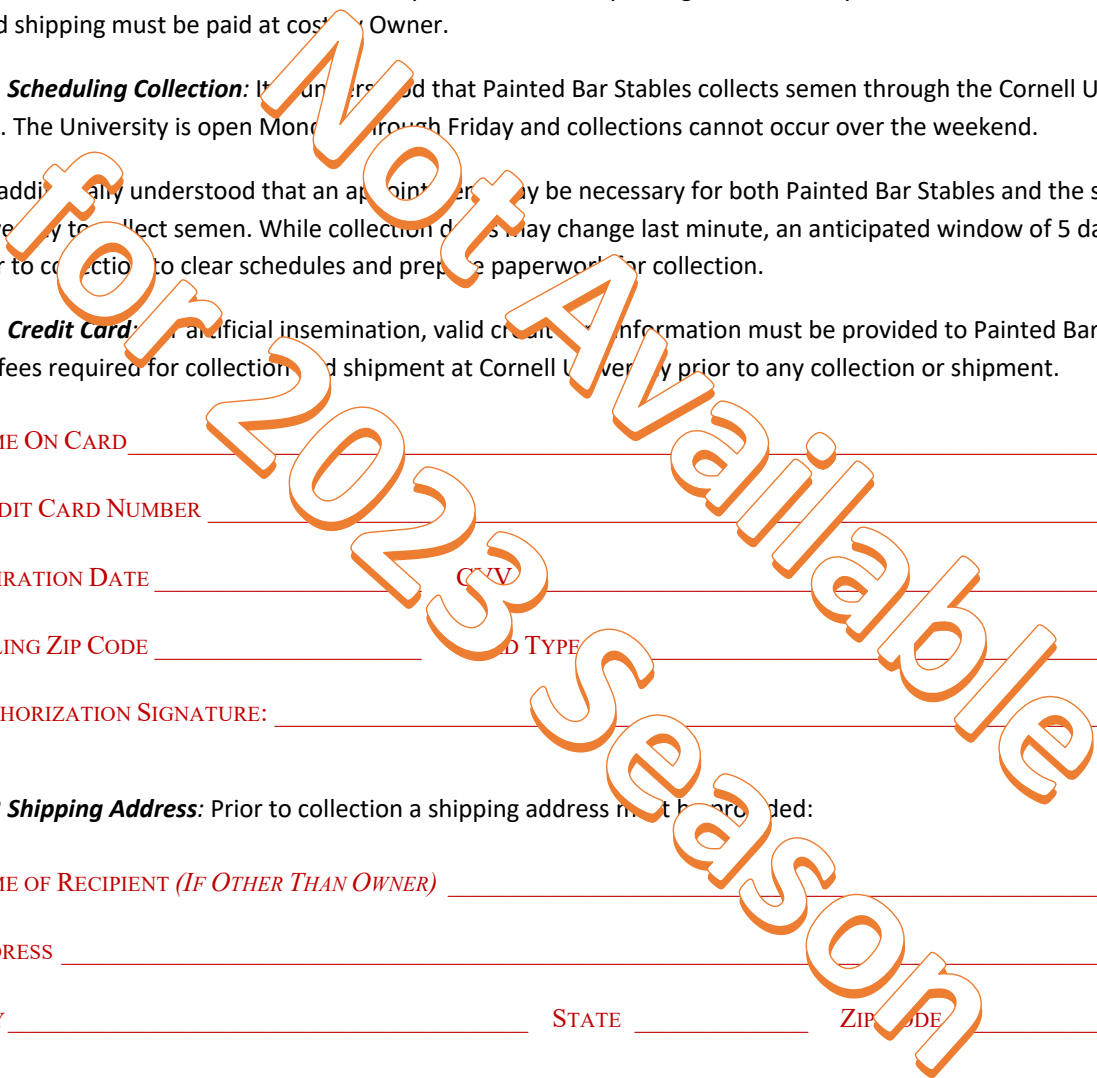
AUTHORIZATION SIGNATURE: _____

4A.2 **Shipping Address:** Prior to collection a shipping address must be provided:

NAME OF RECIPIENT (IF OTHER THAN OWNER) _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____



4B. Live Cover

For live cover the first one week (7 days) of mare care are due along with all other remaining fees when the mare is delivered to the stable. Two full weeks of mare care is required without exception to ensure heat and pregnancy.

4B.1 Breeding Technique Provisions: Painted Bar Stables agrees to breed the mare every 48 hours for all days that the mare exhibits heat while under mare care. It is generally accepted that breeding a mare every other day from the time she is receptive until she goes out of heat is ideal for impregnation as sperm stays alive 48-72 hours inside the mare.

Breeding options include hand breeding or pasture breeding in which the mare has free turnout with the stallion. *Please understand that if you choose Pasture Breeding there will be additional risk of minor scrapes and injuries related to unsupervised pasture breeding. If at any time it is deemed unsafe to either the mare or stallion, your mare will be hand bred.*

BREEDING TECHNIQUE:

- Hand Breeding Only
- Pasture Breeding (*only offered if deemed safe for both mare and stallion*)
 - Under Supervision Only
 - 24/7 Turnout with Stallion

4B.2. Boarding Requirements for Live Cover Mares: During the term of this Agreement, HORSE shall be kept at the Painted Bar Stables for a minimum of one week board. The cost of board is NOT included in the cost of the stud fee. Payment for board is required at the above rates listed in Section 1.

All horses being bred are required to be boarded in a private stall at the advertised rates or in 24/7 pasture breeding turnout with stallion. Board includes twice daily feeding of 2.5 quarts Poulin Decade Complete Diet grain, hay, box stall, and daytime turnout. Additional or Specific Grain must be provided by owner. The Stable will exercise judgment consistent with Painted Bar Stable's standards in the reasonable care and supervision of the mare (and/or foal).

4B.3 Delivery and Pick Up of the Mare: It is understood that Painted Bar Stables runs a specific schedule. A specific one hour window shall be provided to the stables for both pickup and delivery of the mare. An additional charge of \$15 for any partial hour will be added for any delay requiring barn staff to wait or change their schedule. Under no conditions is a mare allowed to enter and/or leave the facility without supervision of barn personnel.

4B.4 Additional Understandings:

Mare must be halter broken and considered safe to be handled and bred. If Stallion Owner deems Mare too difficult to handle, Mare will not be live covered; artificial insemination (AI) is not available for the 2023 season.

Vanzi Bars N Stripes may be shod for hoof maintenance. Protective hoof covers can be applied for hand breeding but cannot be used during pasture breeding.

Vanzi Bars N Stripes is 15.3 ½ hh and a mare may be deemed too short or too tall to be bred. Excessive height differences can cause injuries including falls (by mare or stallion), vaginal tears and behavioral frustration issues. If a mare is deemed to be of inappropriate height for live cover, artificial insemination at Cornell University may be offered as an alternative.

4B.5 Risk of Loss: It is understood that live cover breeding comes with inherent risks including but not limited to: scratches, scraps, cuts, kicks, bites. During the time that the mare is in the custody of Painted Bar Stables, the stable shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s) not owned by STABLE, and that all risks relating to boarding of horse(s), or for any other reason, for which the mare is in the possession of STABLE, are to be borne by OWNER.

4B.6. Additional Services and Responsibilities for Horse Care: CLIENT agrees to pay for any additional services (including but not limited to veterinary care, farrier expenses, etc...) provided to mare at the advertised or agreed upon rates.

The maximum amount allowed for veterinary emergency is \$

5. Fitness for Breeding

The mare shall be in healthy and sound breeding condition, free from infectious, contagious, or transmissible disease. The Stables reserves the right to refuse mare if not in satisfactory health. If the mare is found to be of indecent health or unsound breeding condition or is deemed unsafe to handle for live cover breeding, the Stable maintains the right to discontinue breeding and the booking fee shall constitute liquidated damages and all board fees must be paid before pick-up. Reasons for discontinuation may include: malnourishment, disease, leg lameness, unreasonable and abnormal violent behaviors. If at any point these conditions and behaviors are rectified within the season, the mare will be allowed to rebreed without added charge.

6. Required Vaccinations and Tests

Copy of a negative Coggins Test, veterinary documentation of current rabies, vaccination status for Flu/Rhino, Eastern and Western Encephalitis, negative results for EVA laboratory test and EVA vaccination within 30 days prior to arrival for live cover must be given before or at the time of mare arrival. It is expected that mares will receive Pneumabort K or Prodigy vaccinations at the 5th, 7th, and 9th month of gestation in order to uphold the Live Foal Guarantee.

7. Live Foal Guarantee

The foregoing Live Foal Guarantee is defined as a foal that stands and nurses without assistance and survives for 48 hours after foaling. If a live foal does not result from this mating agreement, the Owner will be entitled to rebreed with the mare listed in this contract for the SAME BREEDING YEAR at next availability on the stallion's schedule or THE FOLLOWING YEAR'S BREEDING YEAR ONLY free of charge if the following requirements are upheld:

- 7A. **Vaccination and Health of Mare Requirements:** Mare Owner is required to give Pneumabort- K + 1b(EVH-1) rhino vaccinations according to manufacturer's specification during the pregnancy of the mare (5th, 7th, and 9th month of gestation). Mare must be kept at an acceptable weight and wormed regularly.
- 7B.1 **Mare did not Settle:** In the event that the mare does not settle in foal, the Mare Owner must provide certification that the mare is not pregnant within two (2) months of the live cover or AI insemination. If mare is certified by a veterinarian to be fit to carry to term, a rebreeding will be provided that season or for the following season.
- 7B.2. **Loss of Foal:** In the event that a live foal was not obtained, a foal passes within 48 hours of birth, or that the mare absorbs or aborted the foal, the Stables shall be notified in writing by a licensed Veterinarian within ten (10) as to the cause of death for the foal, along with any details pertaining to difficulties at parturition.
- 7C. **Fitness for Pregnancy:** Veterinarian certification must be provided that the mare is fertile and fit to carry to term.

Third year rebreeds are subject to an additional booking fee plus any increase in stud fees. A "No Live Foal Guarantee" applies on third year rebreeds. After a third year rebreed, this contract will become null and void and any and all stud fees will be forfeited.

None of the aforementioned fees are refundable. Failure to follow these guidelines will void the Live Foal Guarantee. In the event that the mare is sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee will no longer be valid.

8. Breeder Certificate

Painted Bar Stables will provide or procure from stallion owner a Breeders Certificate for a single live foal produced from the mating related to this breeding contract. All fees and expenses must be paid, and notification of the foal's birth must be given prior to the release of the Breeders Certificate by Painted Bar Stable. Mare Owner must have the information to Stables BY OCTOBER 1st.

9. Embryo Transfer and Twins

Mare owner agrees to use the shipped semen to breed only the designated mare in accordance with this contract and registry rules. Should more than one embryo or foal result from any breeding performed under this breeding Contract Owner is obligated to pay to Painted Bar Stables an additional stallion fee for each embryo obtained from the breeding performed under this Contract. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or within two weeks of foaling in case of

twins in order to receive a breeding certificate for the additional foals. In the event that such an embryo is sold by the Owner to a third party, the Live Foal Guarantee under this Contract will be null and void. Painted Bar Stables recommends embryo insurance for these types of transactions.

10. Mare Substitution

If mare named in this contract dies or becomes unfit to breed another mare owned by and/or leased by the Owner may be allowed as a substitute mare at the Painted Bar Stables' discretion. In event of such occurrence(s) NO REFUNDS shall be given to Owner.

11. Stallion Owner Guarantee

If stallion should die prior to breeding or become incapable of servicing mare within two calendar years of contract, the Painted Bar Stables and/or the stallion owner may choose provide another stallion owned or leased by Painted Bar Stables or use of frozen semen if possible. These options will be at the sole discretion of Painted Bar Stables. Painted Bar Stables assumes no responsibility for any such nullification of this contract or loss or damages, either consequential, incidental, direct or indirect resulting or claimed to result from such events. If the options delineated herein are not exercised by Painted Bar Stables the null and void clause is effective and the stud fee (less the booking fee and other fees or expenses incurred to date) will be refunded to the Owner as a liquidated damage and the owners sole remedy and the parties to this agreement will be released from any further rights, obligations, or liabilities arising hereunder.

12. Waiver of Liability

Both the Owner and Painted Bar Stables agree to diligently try to settle mare in foal. If mare does not settle in foal, Owner covenants and agrees to not hold the stallion owner, Painted Bar Stables or any of their respective agents or employees liable for any form of loss or damages resulting from the failure of the mare to settle in foal, including damages whether incidental, consequential, direct or indirect in nature. It is understood that to the fullest extent permitted by law, Painted Bar Stables, its owners, employees, volunteers, veterinarians, agents, and guests shall not be liable to the Owner for any failure to settle, injury, escape, sickness, disability or death of any horses while on Painted Bar Stables' premises.

The Owner whose mare is under the care of Painted Bar Stables shall be responsible for any damage, injury or death to Painted Bar Stables' farm, stallion, employees, volunteers, veterinarians, or other animals in the care of Painted Bar Stables caused by the mare named in this contract. This includes veterinary bills for injuries to the stallion resulting from the mare during breeding.

13. Amendments

No amendment or modification of this Contract shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Contract.

14. Waiver

It is specifically understood by and between the parties to this Contract that in the event of any breach of any clause of this Contract, and the waiver thereof by any party, such waiver shall not constitute a condonation of such breach, nor shall it be considered as a waiver of any other provision or the same provision of this Contract at any other time.

15. Choice of Law and Venue

The terms and conditions of this Contract shall be construed, interpreted, and enforced in accordance with the applicable laws of the State of New York. Venue for any action with regard to this Contract shall be in and for the County of Schuyler.

16. Attorney's Fees

Should any litigation be commenced between the parties to this Contract, Painted Bar Stables shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

17. Entire Contract

This contract and all other Contracts, exhibits, and schedules referred to in this contract constitute(s) the final, complete, and exclusive statement of the terms of the Contract between the parties pertaining to the subject matter of this contract and supersede

all prior and contemporaneous understandings or Contracts of the parties. This contract may not be contradicted by evidence of any prior or contemporaneous statements or Contracts. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, Contract, commitment or warranty outside those expressly set forth in this contract.

18. Assignment

Owner does not have the right to assign this Contract to other Owners without the prior written consent of Painted Bar Stables.

19. Indemnification

Owner, to the fullest extent permitted by law, shall indemnify and hold harmless Painted Bar Stables, its officers, employees, agents and representatives from and against: (i) any and all claims, causes of action, actions, liability, loss, damages and expenses, including but not limited to claims for bodily injury, death, sickness, disease, occupational disease, personal injury, damage to property, and the loss of use thereof, all of whatever kind or nature, (all hereinafter "Claim(s)") arising directly or indirectly from, due to, or with respect to, all or any part of this contract, or the goods, products, equipment, items, systems, services and work covered by this contract (ii) any and all Claim(s) arising by reason of the breach by Owner of any of the covenants, terms, conditions, or representations given by Owner, in or with regard to this contract, (iii) any and all Claim(s) arising from or relating to the negligence, act or omission, failure to act, misfeasance, nonfeasance, or other fault, by, or of, the Owner, its officers, employees, agents, subcontractors, suppliers, materialmen, and or consultants, (iv) any and all Claim(s) arising from any failure by Owner to comply with any applicable federal, state, county, municipal or local, law, ordinance, code, regulation, rule or order, and (v) all Painted Bar Stable's costs and expenses incurred in connection with such Claim(s), including but not limited to, Painted Bar Stable's reasonable attorneys' fees, consultant's and expert witness fees, expenses, litigation expenses, costs and disbursements, all such costs and expenses shall be paid to the Painted Bar Stables promptly, as the same are incurred.

In the event of litigation relating to the subject matter of this contract, the parties agree that, to the fullest extent permitted by law, if Painted Bar Stables so requests, at Owner's sole cost and expense, Owner shall defend any claim(s) or litigation brought against Painted Bar Stables with counsel selected by Painted Bar Stables in Painted Bar Stable's sole discretion, and if Painted Bar Stables decides to defend any Claim(s), Painted Bar Stables shall be entitled to appear, defend or otherwise take part in the matter involved, at its option, by counsel of its choosing at Owner's expense.

20. Severability

If any covenant or provision of this Contract is found to be invalid or unenforceable by a court of competent jurisdiction or any mediator (i) the remaining terms and provisions hereof shall remain valid, and (ii) the invalid or unenforceable provision shall be deemed replaced by a term or provision that his valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

IN SIGNING THIS Contract, Owner acknowledges and represents that Owner has read the foregoing Contract, understands it and signs it voluntarily, no oral representations, statement or inducements, apart from the foregoing written Contract have been made; Owner understands and agrees that the terms of the Hold Harmless Contract and Waiver signed separately from this document shall control in event of Owner sustaining bodily injury or death at the Painted Bar Stables; I am at least eighteen (18) years of age, and I am fully competent. CONTRACT IS SUBJECT TO THE LAWS OF THE STATE OF NEW YORK ON THE DATE FIRST SET FORTH ABOVE.

STABLE OWNER

MARE OWNER

Erika Eckstrom
Painted Bar Stables
4093 Lake Avenue, Burdett NY 14818
call/text: 607-216-8141 email: erika@paintedbarstables.com

Signature: _____
Name (Printed): _____
Address: _____

Phone: _____ **Email:** _____