

**Flying Heart Ranch
LIVE
Breeding Contract**

This Live Breeding Contract is entered into on this _____ day of _____, 20__ by and between _____, referred to as the "Mare Owner" and Flying Heart Ranch, referred to as "Breeder."

Mare Owner agrees to breed the following Mare:

Registered Name: _____
Breed: _____
Registration No: _____

to the following Stallion:

Registered Name: Mo Cash
Breed: APHA
Registration No: 440,326

Payable Fees:

Registered Breeding Fee	\$400 _____
Non-Registered Breeding Fee	\$300 _____
Breeding Special Discount	\$ _____
Any Other Discount	\$ _____
Booking Fee	(\$100)
Breeding Balance	\$ _____

subject to the following conditions:

1. The breeding fee for Stallion is referenced above, of which \$100.00 shall be payable at the time of the execution of this Contract as the Booking Fee. Said Booking Fee serves as a non-refundable deposit.
2. The Breeding Fee balance, referenced above, together with all unpaid board and expenses pertaining to said Mare, will be due and payable at the time said Mare leaves Flying Heart Ranch. Breeder requires 48 hours advance notice when Mare Owner wishes to remove his/her Mare from Flying Heart Ranch to give Breeder sufficient time to prepare the final statement so Mare Owner may settle his/her account. The Mare will not be released to the Mare Owner or his/her representative until all fees are paid in full.
3. Board for said Mare shall be as follows: Wet: \$8 / Day --- Dry: \$6 / Day
4. Breeder will exercise judgment consistent with recognized standards in the care and supervision of Mare and/or any accompanying foal and Breeder will arrange for veterinarian and farrier services as necessary for the health and safety of the Mare and/or any accompanying foal. Mare Owner will pay all veterinary and farrier expenses.
5. The following documents shall be furnished to Breeder upon Mare's arrival at Flying Heart Ranch:
 - a. A photo copy of Mare's registration papers (both sides).
 - b. A veterinarian's heal certificate including, worming and immunization records (uterine culture recommended, but not required).
 - c. A current Coggins test.

If these documents are not presented upon Mare's arrival, Breeder shall have the attending veterinarian make proper tests and evaluations at Mare Owner's expense.

2. The Mare offered for breeding shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. Any Mare certified by the attending veterinarian not to be, in his opinion, in sound breeding condition, shall not be bred and Mare Owner may substitute another mare within that breeding season.

3. Mare must be halter broke and manageable. In the event Mare attempts to kick Stallion during breeding, suitable restraints will be utilized. If the breeding cannot be accomplished safely, the Mare will not be bred.
4. Rear shoes are to be removed before the Mare's arrival.
5. Mare Owner agrees to give Breeder ample opportunity to settle. If, however, such Mare does not settle, Breeder shall be held harmless.
6. It is essential for the Mare Owner to have the Mare palpated by a veterinarian to determine what stage the Mare is in her heat cycle *before* bringing the Mare for breeding or by charting observations of estrous. It is preferable to bring the Mare for service one or two days before her heat cycle begins. It should be made known by Mare Owner to Breeder if the Mare is known to have a short cycle (one or two days) or has "silent heats." If there should be two breeding cycles with no resulting embryo, Mare Owner will be required to have Mare veterinary checked for possible uterine tract infections before there will be any further covers. Should a veterinarian find the Mare to be barren after breeding, the Mare may receive more covers until the end of the current breeding season for no cost of additional stallion fee. In such a case, Mare Owner may substitute another mare, subject to the approval of Breeder, at any time during the breeding season.
7. A worming and immunization record must accompany the Mare. The Mare must be vaccinated during the current year and de-wormed between one to four months prior to arrival. Breeder reserves the right to refuse the Mare if not in satisfactory condition, as deemed by Breeder.
8. Breeder shall not be liable for injury, sickness or death of the Mare and/or any accompanying foal, regardless of how it may occur.
9. This Contract contains a live foal guarantee. A live foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 24 hours. If the Mare aborts her foal, the foal is stillborn or said foal does not survive longer than 24 hours, a return season will be guaranteed for the following year only, provided proper notification is given to Breeder of the loss.
 - a. Proper notification shall be defined as written certification by a licensed veterinarian within 7 days from the date Mare is proved not to be in foal or loses her foal. **Failure to provide notification as set forth above shall void the live foal guarantee.**
 - b. This live foal guarantee shall not cover death of the foal due to neglect or deliberate destruction except for humane euthanasia.
 - c. The live foal guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.
 - d. Booster rhino pneumonitis vaccinations must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the live foal guarantee.
 - e. Live foal guarantee applies only if Mare is checked in foal by a licensed veterinarian.
 - f. Mare Owner understands and agrees that Flying Heart Ranch shall not be held liable for the loss, abortion or death of said foal.
10. Color Guarantee. Breeder guarantees that the foal shall have sufficient color to be registered in the APHA Regular Registry in accordance with the APHA color requirements. If, under APHA color requirements the breeding results in a breeding stock foal, Mare Owner will be entitled to a return privilege with the same Mare, or an approved substitute, the following season. As proof of such color insufficiency, Breeder must be notified within 30 days of the foal's birth and receive colored pictures showing both sides of the foal. **If such statement is not received within 30 days, the color guarantee becomes null and void.**
11. The breeding season in force for this Contract shall begin February 1 and close July 1 of the year covered by this Contract.
12. A Breeder's Certificate shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after full payment of all bills due on said Mare in connection with said breeding.
13. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry(s) and will pay all associated fees and/or expenses.

14. In the event of the death or sale of the stallion, a substitute stallion of the same breed will be used. If Mare Owner does not deem the substitute stallion acceptable, a refund minus the Booking Fee deposit will be given, thereby canceling this entire contract. In no other case is the breeding fee refundable.
15. Mare Owner understands that under Texas State Law, an equine professional has limitations on liability for equine activities. Mare Owner understands and accepts the risks of breeding and pregnancy and agrees to hold Breeder and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, and personal property damages, including consequential damages, caused to the Mare and/or foal or losses that Mare Owner may sustain arising out of the breeding of the Mare that may accrue from any cause whatsoever during the term of this Contract.
16. Breeder agrees to hold Mare Owner and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, personal property damages, including consequential damages caused to the stallion that the Breeder may sustain arising out of the breeding of the mare that may accrue from any cause whatsoever during the term of this Contract.
17. This Contract cannot be assigned or transferred and constitutes the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract.
18. Mare Owner warrants being the owner or a duly authorized agent of the designated Mare and acknowledges to have had sufficient opportunity to read this entire document and understands the content. Once signed, this Contract will then be binding on both parties subject to the above terms and conditions.
19. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Texas. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all reasonable attorneys' fee, costs of suit and other expenses reasonably related to enforcing this Agreement.

Mare Owner's Signature: _____
 Date: ___/___/___

Breeder's Signature: _____
 Date: ___/___/___

Mare Owner: _____
 Address: _____
 City: _____
 State: _____
 Zip: _____
 Phone: _____
 Email: _____

Please complete and return two signed copies to Breeder. Breeder will sign and return an original to you.

Flying Heart Ranch
 ATTN: Ellen Wall
 6668 CR 177
 Celina, TX 75009
 Phone: 214-695-8898
 Fax: 972-382-8517
 Web site: <http://www.walltowallpaints.com>
 Email: ewall@walltowallpaints.com

Checks to be made payable to: "Ellen Wall"

FOR OFFICE USE ONLY

Month Booked: _____ Fee Received: \$ _____

Received By: _____