

## Breeding Contract for On-Site Breeding

I, \_\_\_\_\_  
(hereinafter called the "Client") hereby request to breed the Mare named below to the Stallion, **SUN O TENINO**, standing at McCulloch Co. Vet. Hospital ("hereinafter called McCulloch") in Brady, McCulloch County, Texas, for the breeding season on the following terms:

1. **Stud Fee:** One Hundred Dollars (\$100.00) payable to LEM ALLEN, JR. or ZAC ALLEN ("Stallion Owner") at the time the Mare is booked to the Stallion. This Booking Fee is non-refundable and will be applied toward the total Stud Fee. The balance of the Stud Fee Three Hundred Fifty Dollars (\$350.00) payable to the Stallion Owner must be paid in full before the Mare is picked up. The 2005 breeding season shall be February 1, 2005 through June 1, 2005 unless Stallion Owner agrees in writing to extend such time period.
2. **Chute Fee:** Three Hundred Dollars (\$300.00) plus all Mare Care (as specified below) and vet fees (if any) will be payable to McCulloch and must be paid in full before the Mare is picked up. Chute Fee covers breeding through 2 heat cycles. Subsequent heat cycles will be charged additional itemized charges.
3. **Mare Care:** Ten Dollars (\$10.00) per day for dry mares and Twelve Dollars (\$12.00) per day for wet mares (mare with foal at her side) or \$16.00 Dollars per day if stalled.
4. **Client Representations:** The Client represents and warrants that the Mare to be bred is halter broken and in sound breeding condition. If registered, a photocopy of both sides of the Mare's registration papers must be furnished and returned with this Contract.
5. **Vaccinations:** The Client agrees to have the Mare current on deworming (within 3 months) and all vaccinations (Eastern/Western booster, Tetanus booster, Rabies, West Nile, Flu, Rhino and Strangles) before delivering Mare for breeding. At delivery, the Client must furnish a negative coggins test taken within the past twelve (12) months. If worming and vaccination records are not presented to McCulloch on or before arrival, all required worming and vaccinations will be done immediately at Client's expense.
6. **Veterinary Care:** McCulloch agrees to use reasonable care and caution for said Mare (and foal if applicable) while at the breeding facility, and is authorized to obtain any veterinary services deemed necessary by McCulloch, but only after taking reasonable steps to contact Client without success. Any fees resulting from such care will be the responsibility of the Client.

7. **Risk of Loss:** Client agrees to assume the risk of loss due to injury, sickness, or death of Mare and/or foal except where caused by negligence of McCulloch and its employees.

8. **Live Foal Guarantee:** If the Mare does not produce a "Live Foal" (a foal that stands and nurses), the Client is entitled to breed the mare again during the same or next breeding season with no additional Stud Fee. This right for a rebreed is nontransferable and nonassignable, unless approved by McCulloch and the Stallion Owner. Requests for such rebreeds must be made to McCulloch and accompanied by a statement from a licensed veterinarian verifying such facts. The Client will be responsible for any additional Chute Fees, Mare Care fees, or veterinary fees. It is recommended that the Client give three (3) vaccinations of Pneumabort-K to the pregnant Mare during the 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> months of gestation.

9. **Registration:** A Breeder's Certificate will be issued to the Client for a foal when McCulloch and Stallion Owner have been notified of a live foal and all fees and expenses have been received and paid in full.

10. **No representations or Warranty:** The Client agrees and acknowledges that McCulloch and Stallion Owner have not made and do not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited train. MCCULLOCH AND STALLION OWNER MAKE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Termination:** If the Stallion dies, is sold or becomes unfit for breeding in the opinion of the Stallion Owner, this Agreement will, at the option of the Stallion Owner, immediately terminate, but Mare Owner shall continue to be responsible for payment to Stallion Owner and Veterinary Clinic for all expenses incurred by Stallion Owner or Veterinary Clinic on behalf of Mare Owner prior to the Mare and her offspring being removed from the Veterinary Clinic. The Stallion Service Fee (less the Booking Fee) will be refunded and the parties to this Agreement will be released from any further liability.

12. **Miscellaneous:**

(a) The Client acknowledges that this Contract is made and shall be entirely performed within the State of Texas, and shall be construed and enforced under the laws of the State of Texas.

(b) This Contract shall be binding upon the parties hereto upon execution hereof and the same may not be altered or amended, except by written consent of the parties hereto.

(c) Venue shall lie in McCulloch County, Texas.

(d) The Client certifies that he/she is the sole owner of the Mare or has full authority to enter into this Contract on behalf of the owner(s).

\_\_\_\_\_  
Name of Mare (please print)      Year Foaled      AQHA # or APHA #

\_\_\_\_\_  
Projected Breeding Date

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT/MARE OWNER

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accepted and approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Name – STALLION OWNER

## On-Site Instruction Sheet

Please follow these steps to request a 2005 on-site breeding to **SUN O TENINO**:

1. Complete and sign the attached Breeding Contract.
2. Write a check for the Booking Fee in the amount of One Hundred Dollars (\$100.00), payable to LEM ALLEN, JR. or ZAC ALLEN ("Stallion Owner").

The balance of the Stud Fee: Three Hundred Fifty Dollars (\$350.00) payable to Stallion Owner and the Chute Fee: Three Hundred Dollars (\$300.00) plus mare care and vet fees (if any) payable to McCulloch Co. Vet. Hospital must be paid in full before the Mare is picked up.

3. Photocopy both sides of the Mare's registration papers.
4. Mail all items listed above to **Stallion Owner** at the following address.

### **Stallion Owner:**

Lem Allen, Jr.  
2000 Old Lehmann Rd.  
Seguin, Texas 78155  
Phone: 830-303-2280

Zac Allen  
13575 Hwy. 206 S.  
Coleman, Texas 78634  
Phone: 325-625-9448

### **McCulloch Co. Vet Hospital**

Joe D. Pace, DVM  
McCulloch Co. Vet. Hospital  
P. O. Box 510  
2612 South Bridge  
Brady, Texas 76825  
Phone: 325-597-1579  
Cell: 325-456-1873  
Fax: 325-597-1619