

Type, Trot, & Tall with level-headed Temperament... all in Homozygous Black Color ! Sweepstakes Sire SCID clear

Owners: Kinton and Julie Lawler 5147 Bowser Rd. Fulshear, TX 77441 281-346-1912 Email: BreezyAcresArabs@sbcglobal.net

## Stallion Breeding Contract On-Farm A.I. Breeding

This contract is made on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ and is by and between Kinton and Julie Lawler of *Breezy Acres Arabians*, hereinafter referred to as Stallion Owner, and \_\_\_\_\_\_, hereinafter referred to as Mare Owner.

The Homozygous Black Arabian stallion, *Faheem Al Maas*, Registration Number 0572913 will be bred to \_\_\_\_\_\_\_ Registration Number \_\_\_\_\_\_ Registered Color \_\_\_\_\_\_, for the Stallion Fee of \$\_\_\_\_\_\_, for a Live Foal, as defined in ¶8 below, subject to the following conditions:

- Stallion Fee includes a non-refundable Booking Fee of \$\_250.00\_, payable with this contract, the balance of which must be paid with all other expenses when the Mare is picked up (unless alternative payment schedule has been approved by Stallion Owner). Our Insemination Fee is \$\_150.00\_, per heat cycle, regardless of the number of inseminations the Mare may require until she goes out of heat.
  \*All checks, money orders, or cashier's checks should be made payable to Julie Lawler.
- Stallion Owner agrees to provide suitable facilities for the care and feeding of Mare and/or foal while in their custody. Mare Owner agrees to pay for the care and feeding at the rate of \$\_12.00\_ dry or \$\_15.00\_ wet per day. Stallion Owner will supply a stall, 10% protein feed, pasture and/or Coastal hay. If special feeding is required, Mare Owner may supply.
- 3. The Mare Owner shall be responsible for providing the Stallion Owner with a Negative Coggins Test (copy) taken within a year (presented before or upon arrival). Mares must be current on all vaccinations and wormed within 30 days prior to expected breeding date. Mares must be halter-broke and manageable in the breeding stocks. Foals must also accept haltering and being led prior to arrival.
- 4. Mare Owner agrees to bring Mare to Stallion Owner's facilities *before* anticipated onset of heat. This greatly facilitates Stallion Owner in determining the stages of said Mare's estrus.
- 5. Mare Owner agrees to have the Mare examined by an ultrasound scan between the 14<sup>th</sup> and 16<sup>th</sup> day from the <u>last</u> day inseminated <u>and</u> notify Stallion Owner of Mare's pregnancy status. It is *highly* advised that Mare be pregnancy checked again between 35 and 55 days. This additional check, not only gives Stallion Owner time to prepare in the event Mare has not settled, but it may save Mare Owner much time and expense in missed heat(s).
- Alternatively, it is at Mare Owner's discretion to leave Mare at Stallion Owner's facility whereas, Mare Owner gives permission for Stallion Owner to have a licensed DVM perform a pregnancy check (at Stallion Owner's facility) via ultrasound, on the 14<sup>th</sup> day (from the last day inseminated). Mare Owner is responsible for Veterinary fees incurred by Mare.
- 6. Stallion Owners are trained Collection/Insemination Technicians and are Certified to collect, evaluate, inseminate, and/or ship cooled transported semen. Stallion Owner will exercise every effort to settle the Mare. If however, for any reason, Mare does not settle, Mare Owner will hold Stallion Owner and all associated affiliates blameless. The Mare Owner shall assume all responsibility for the condition of the Mare. If Mare does not settle after 3 cycles and Mare Owner wishes to continue to try to settle said Mare, it is strongly suggested that Mare Owner have a uterine culture and biopsy performed on said Mare (at Mare Owner's expense). This could save much time and money on the part of Mare Owner rather than trying to settle a poor broodmare candidate.
- 7. Mare Owner may not remove Mare from Stallion Owner's premises until any and all expenses are paid in full to Stallion Owner and/or any third party DVM (if applicable). All checks, money orders, or cashier's checks should be made payable to *Julie Lawler*. Should Mare be left at the Stallion Owner's facility for thirty days without the fees being paid, Stallion Owner has the right to sell the Mare to meet any and all expenses incurred by the Mare in the breeding process.

Mare Owner Initial \_\_\_\_\_



- 8. This contract contains a "Live Foal Guarantee." A live foal is defined as a newborn foal that stands and nurses without assistance. If foal is born dead or dies within 24 hours of foaling, there are return breeding privileges only if Stallion Owner is notified within fourteen (14) days in writing, by a licensed DVM's statement, confirming the cause and death of foal. Additionally, if the Mare absorbs, miscarries, aborts, or proves barren after being pronounced in foal, the Mare Owner has the right to return breeding privileges provided that a licensed DVM can verify that appropriate Rhinopneumonitis vaccinations were given to Mare at the proper intervals. <u>Mare Owner also agrees that said Mare will be kept "toxin-free" for the first 90 days of pregnancy (no vaccinations, wormers, etc. during this time period).</u> Return breeding privileges will be provided during the current breeding season, which runs February 15 June 15th, or the following year breeding season only. Mare Owner has the choice of a rebreed on said Mare or a substitute Mare. Excluding Stallion and Booking Fee, customary fees will apply and must be paid in full before any Mare leaves premises.
- 9. This contract contains a "Color Guarantee". If the foal from this breeding is not of \*\_

color when the foal coat completely sheds, then Mare Owner may have return breeding privileges the following year for half of that year's advertised Stallion Fee (customary fees apply minus half of Stallion Fee).

\* This section to be filled out by Stallion Owner upon receipt of said Mare's registration papers or said Mare's arrival at Breezy Acres Arabians.

- 10. A Breeder's Certificate will be issued upon completion of this contract, and only after photographic or visual proof has been provided to Stallion Owner of live foal at the side of Mare bred. Mare Owner will be solely responsible for seeking registration of resulting foal in the appropriate breed registry(ies) and will pay all associated fees or expenses. *Faheem Al Maas* is a *Sweepstakes Nominated Sire*, thus any of his foals are Sweepstakes eligible.
- 11. Both parties agree that the Stallion Owner or any person/entity associated with the Stallion Owner is not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal; and that the Mare Owner is not liable for death, sickness, and/or accident including consequential damages to the stallion. It shall be the Mare Owner's responsibility to maintain mortality/medical insurance on mare and foal if desired. In the event of illness or injury of said Mare, Mare Owner gives Stallion Owner permission to act in the best interest of the health and welfare of said Mare and seek emergency veterinarian services in cases where Mare Owner cannot be reached. Mare Owner is responsible for all veterinary services rendered to said Mare.
- 12. It is agreed that should the above named stallion die or become unfit for service, that the Stud Fee only, will be refunded, thereby canceling this entire contract. Furthermore, if the above named stallion should die or become unfit for service; frozen semen will not be made available to fulfill this contract. If the Mare dies or becomes unfit to breed before being announced safe in foal, the Stallion Owner will accept another Mare, provided she meets the above-mentioned requirements, according to ¶ 3, as a replacement. If Mare Owner fails to deliver Mare for re-breed, any and all fees paid shall be non-refundable and the contract terminated.
- 13. This contract is non-assignable and non-transferable. In the event that the Mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" (¶ 8) will no longer be valid.
- 14. Signer represents s/he is owner/lessee of the above named Mare and agrees to indemnify, defend and hold harmless the Stallion Owner in the event the ownership or authorization of the below signed customer is disputed. This contract, with the attached Addendum, represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are involved unless specifically stated in this written contract or another written agreement between parties. In the event that Stallion Owner incurs attorney's fees and/or legal costs in securing or protecting any right available to Stallion Owner under this contract, or under the laws of the State of Texas, Mare Owner hereby agrees to pay said attorney's fees and legal costs. This agreement shall be governed by the laws of the State of Texas and venue shall be in Fort Bend County, Texas. This agreement may be executed by signatures via fax in lieu of original document.

Mare Owner/Authorized Agent

Stallion Owner

Date

Date



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## On-Farm A.I. Breeding Contract Addendum

Please fill out Addendum completely and return with;

- 1. Signed Breeding Contract,
- 2. A copy (front & back) of your Mare's Registration Papers,
- 3. Proof of Negative Coggins Certificate (copy), and

## Mail to: Breezy Acres Arabians c/o Kinton and Julie Lawler 5147 Bowser Rd. Fulshear, TX 77441

| Mare's Name                     |        |    | Reg.#                 |  |
|---------------------------------|--------|----|-----------------------|--|
| Date of Birth                   |        |    |                       |  |
| Breed                           |        |    |                       |  |
| Registered Color                |        |    |                       |  |
| Sire                            |        |    | Reg.#                 |  |
| Breed                           |        |    | Reg. Color            |  |
| Dam                             |        |    | Reg.#                 |  |
| Breed                           |        |    | Reg. Color            |  |
| [check one] Maiden              | Barren |    | Expected Foaling Date |  |
| Mare Owner Name: (please print) |        |    |                       |  |
| Mare Owner Address:             |        |    |                       |  |
| Mare Owner Phone: Hm            |        | Wk | Cell                  |  |
| Best time to be reached:        |        |    |                       |  |



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## Credit Card Authorization Form

In the event that you decide to have your mare pregnancy checked here at Breezy Acres Arabians and you wish to pay for vet/ultrasound expenses with your credit card, please complete the following Credit Card Authorization Form.

| CREDIT CARD AUTHORIZATION FORM   |                  |
|--|------------------|
| Date:  |                  |
| To: Breezy Acres Arabians c/o Julie Lawler   |                  |
| This is to verify that I,,<br>authorize Julie Lawler to pay my account with the use of my<br>Master Card/Visa credit card. Julie Lawler has not stamped my<br>card, but will keep this letter and signature on file to verify<br>authorization. Julie Lawler will only charge my statement upon<br>my authorization. |                  |
| Master Card <b>OR</b> Visa #:  | Expiration date: |
| (CIRCLE ONE)   |                  |
| Name on credit card:   |                  |
| Signature:   |                  |

By signing above, I certify that I am the authorized user of the card described above and that I permit Julie Lawler to charge my card with vet/ultrasound expenses incurred from said mare.

Signature of Cardholder

Date