

# BREEDING CONTRACT

## FLAGMOUNT'S FREEDOM

(Modified 1/3/2014)

Read carefully and completely)

### A. CONTRACTING PARTIES

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Janet Marden, owner/operators of Leaning Oaks Farm**, (stallion owners), hereinafter referred to as **L.O.F** and \_\_\_\_\_ (mare owner) hereinafter referred to as **mare owner**. This agreement is for the 20\_\_ breeding season.

**L.O.F** hereby agrees to sell the mare owner cool shipped semen from the stallion **Flagmount's Freedom** and to guarantee a live foal, all subject to the terms and conditions set forth below.

#### STALLION OWNER

#### MARE OWNER

Name: Leaning Oaks Farm

\_\_\_\_\_

Street Address: 7501 Dilly Shaw Tap Road

\_\_\_\_\_

City, State, zip: Bryan, TX, 77808

\_\_\_\_\_

Phone: (979) 589-2500

\_\_\_\_\_

### B. STALLION/MARE DESIGNATIONS

**Stallion's Name:** Flagmount's Freedom

Color: Gray

Markings: None

Breed: Irish Draught X Thoroughbred (Irish Sport Horse)

Tattoo#: None

Foaled in the year: 1997

By Sire: Flagmount King (R.I.D.)

Out of Dam: Fancy Free (TB)

**Mare's Name:** \_\_\_\_\_

Age: \_\_\_\_\_ years old

Color: \_\_\_\_\_

Markings: \_\_\_\_\_

Breed: \_\_\_\_\_

Tattoo#: \_\_\_\_\_

Foaled in the year: \_\_\_\_\_

By Sire: \_\_\_\_\_

Out of Dam: \_\_\_\_\_

### **C. LIABILITY**

The **mare owner** agrees to assume the risk of injury, sickness or death to said mare except where caused by the negligence of **L.O.F.** **L.O.F.** shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the mare and/or foal at her side or any other cause of action whatsoever arising out of or being connected in any way with breeding of the mare. All risks connected with breeding of the mare or mares are to be born by the **mare owner**. The **mare owner** acknowledges there are inherent risks to the mare with any breeding and agrees to hold **L.O.F.** harmless for any injury or death to the mare.

### **D. BREEDING FEE**

In consideration of the stud fee of \$1,250.00 **Leaning Oaks Farm** hereby agrees to breed the stallion, **Flagmount's Freedom**, via cool shipped semen to the mare described above.

### **E. SHIPMENT OF COOLED SEMEN**

Shipping, handling and lab fees are not refundable.

This contract entitles the mare owner to semen for no more than **three cycles** per mare contracted per breeding season. For the purpose of this contract the end of the breeding season will be defined as August 15th of the current calendar year.

All semen shipments carry a fee of **\$200.00** plus shipping and handling. This charge covers collection fees, ect. Payment must be received before semen is shipped.

**Flagmount's Freedom** can only be collected Mondays, Wednesdays and Fridays.

### **F. LIVE FOAL GUARANTEE**

The stud fee guarantees a foal that is standing and nursing. Beyond that it is the mare owner's responsibility. If the foal does not stand and nurse within 24 hours, a veterinarian's statement ascertaining the cause of death is to be obtained within 48 hours of birth. This is a return privilege contract, wherein, breeding fees are non-refundable. In the event that said mare does not deliver a live foal, **L.O.F.** agrees to give the **mare owner** the right to an additional service to the contracted mare or a substitute.

The foal is to have 'Flagmount's' as prefix to any name of your choice as it's registered FEI, USEF, USHJA, and or USEA name. If sold prior to being registered with any association the new owner is to be notified of the requirement. In other words, your foal would be announced and recorded on show entries as Flagmount's \_\_\_\_\_.

#### **G. REFUNDS**

If prior to the breeding of said mare or after the mare has been bred, but not come into foal, said stallion dies or becomes unfit for service as so declared by a licensed veterinarian, then this agreement will become null and void and all monies paid by the **mare owner**, not including expenses, will be refunded.

#### **H. DISCOUNTS**

For mares who have at least one completion at the Intermediate level or above at a recognized USEA horse trial the stud fee is \$1,000 live foal guarantee. For mare owners breeding two or more mares the stud fee per breeding is \$1,000 live foal guarantee.

#### **I. TERMINATION OF AGREEMENT**

Either party may terminate this agreement for failure of the other party to meet any material terms of this Agreement. In the case of default, the non-defaulting party may recover attorney's fees and court costs incurred as a result of said default.

#### **J. PAYMENT AND AGREEMENT SIGNATURES**

Please send payment(s) with a signed contract to: **Leaning Oaks Farm**  
**7501 Dilly Shaw Tap Road**  
**Bryan, TX 77808**

A dually signed copy of this contract will be returned to you at the address listed herein.

I, the undersigned, agree and understand in full, the content of this contract. I also agree to pay all fees requested in the above contract. If any fees are unpaid after 30 days, a late charge of 2% will be added every month. After six months, if no payment has been received the validity and enforcement will be governed by an attorney and the mare owner will incur all attorney and legal fees associated with satisfaction of the terms of as well as the fees of this contract.

I sign this paper to state I have read, understand, and agree to all the conditions and terms written in this Agreement.

**Stallion owner** \_\_\_\_\_ **Date** \_\_\_\_\_

**Mare Owner** \_\_\_\_\_ **Date** \_\_\_\_\_

