



From the home of... *Blazing Hot*

Robbie, Joan & Ryan

Two Time World Champion
Multiple World Champion Sire

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BREEDING CONTRACT

This Breeding Contract is made as of this _____ day of _____, 2011, by and between: Schroeder Ranch, Inc. located at 6736 East Highway 82, Gainesville, Texas, 76240 (referred to herein as "Breeder") and _____, whose address appears below (referred to herein as "Mare Owner"). Breeder is the owner of and agent for the Stallion **LENA SPARK**, AQHA Registration Number 3881879 (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the mare _____, (referred to herein as "Mare") for the 2011 breeding season; In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

FEES & EXPENSES. The Breed Fee for the Stallion is \$1500.00. The Breed Fee shall be paid as follows: A booking fee of \$500.00 is due from Mare Owner upon execution of this Breeding Contract and the balance of \$1,000.00 is due upon invoice by Breeder to Mare Owner or prior to Mare leaving the premises of Schroeder Ranch, whichever first occurs. All expenses shall be paid upon invoice, as described in the Billing & Payment provision, or prior to the Mare leaving the premises of Schroeder Ranch, whichever first occurs.

NOTICE OF MARE DEPARTURE. Mare Owner shall provide Breeder no less than 48 hours notice of the time when Mare Owner wishes to remove Mare from the premises of the Schroeder Ranch. Mare Owner acknowledges this time is required to allow Breeder to prepare a final statement of fees and expenses and the history of the Mare and/or a foal during their stay at the Schroeder Ranch.

BILLING & PAYMENT. Breeder shall invoice Mare Owner on a monthly basis for all expenses related to Mare and/or foal, including, but not limited to, board, farrier, veterinarian and medication expenses. The unpaid balance of Mare Owner's account is due and payable in full on the 10th day of the month in which the invoice is received. Breeder shall invoice Mare Owner for the \$1,000 balance of the Breed Fee when the mare is determined to be in foal. In the event any outstanding balance on the account is not fully paid within 45 days from the date of the outstanding invoice, Breeder may take any and all actions necessary to collect the outstanding sums and to minimize further expenses and damages to Breeder, including, but not limited to refusing to palpate or breed the Mare.

MARE HEALTH. At the time of or prior to arrival of Mare at the premises of Schroeder Ranch, Mare Owner shall provide Breeder with the following: (i) a veterinarian's health certificate; (ii) the results of a Coggins test taken within 6 months of arrival date; (iii) a record of worming.

MARE BREEDING CONDITION. Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

EMBRYO TRANSFERS:

Multiple Embryos. Should Mare build, mature and ovulate more than one follicle and more than one embryo be recovered during one embryo transfer flushing procedure, Breeder shall make a reasonable attempt to contact Mare Owner who must decide at that time whether to transfer more than one embryo. Alternatively, prior to the flushing procedure, Mare Owner may give Breeder written instructions on whether to transfer more than one embryo should multiple embryos result. If Mare Owner does not provide written instruction or should such reasonable attempt to contact Mare Owner fail, Breeder shall transfer only one embryo. No breeding certificates for more than one embryo shall be issued by Breeder unless and until (i) a sworn, written statement from the licensed veterinarian who examined and managed the donor mare during the breeding cycle is provided to Breeder and (ii) for each embryo, the Mare Owner shall have paid Breeder a breed fee of \$3,000. Should one of the multiple embryos obtained from one flushing procedure be non-viable or die at any time after implantation into the recipient mare, Mare Owner is allowed live foal guarantee.

BREEDING METHOD. Breeder agrees to try to settle the Mare and Breeder shall determine the best method of breeding Mare in Breeder's sole and exclusive discretion. If Mare does not settle, Mare Owner shall hold Breeder harmless from any and all claims, causes of action, costs, expenses and damages of any kind or nature whatsoever. If Mare Owner has paid the Breed Fee prior to a determination that the Mare will not settle in the 2008 breeding season, Mare Owner's sole remedy shall be a refund of the Breed Fee, less the Booking Fee and any unpaid expenses as identified in the Fees & Expenses provision above.

COLOR GUARANTEE- The resulting foal from the breeding of the above-named mare (APHA or ApHC) must be eligible for Registration in the appropriate breed. If the resulting foal is not eligible for Registration, the above-named owner is guaranteed a slot to breed a mare of his/her choice the immediate following year only. **The Color Guarantee Re-Breed charge will be \$500.**

LIVE FOAL GUARANTEE. Mare Owner is guaranteed one live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare miscarries her foal or if the foal is stillborn, Mare Owner shall be entitled to rebreed Mare to Stallion **upon payment of an additional \$300 rebreed fee** during the same or the next following breeding season, provided, however,

that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

BREEDING SEASON. The Breeding Season as used in this Breeding Contract shall refer to the period from February 1st to July 15th of the year of this Breeding Contract.

SUBSTITUTION. In the event Stallion dies or otherwise becomes unfit for service during Breeding Season, upon the mutual agreement of the Parties, Mare Owner may breed Mare to another stallion standing at Schroeder Ranch. If another stallion is not available or the Parties cannot agree upon another stallion, then the sole and exclusive remedy for Mare Owner shall be the refund of the Booking Fee (and Breed Fee if applicable) less any outstanding fees and expenses for Mare as provided in the Fee & Expenses provision. If the Mare dies or becomes unfit for breeding during the Breeding Season, Mare Owner may substitute another mare subject to the terms and conditions of this Breeding Contract.

REGISTRATION PAPERS. Mare Owner shall provide Breeder a copy of Mare’s registration papers (front and back) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

BREEDER’S CERTIFICATE. A Breeder’s Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and **upon notification to Schroeder Ranch of the birth of the foal.**

MARE CARE. Breeder shall have the sole discretion to determine when to seek veterinary care for Mare and/or a foal and to provide such care as recommended by a licensed veterinarian at the expense of Mare Owner. Breeder shall make a reasonable attempt to contact Mare Owner regarding accidents, injuries or illness requiring extraordinary veterinary care, but shall proceed in Breeder’s sole and exclusive discretion with care should such reasonable attempt to contact Mare Owner not be successful. Mare Owner has provided contact information in the signature block below and represents that Mare Owner shall provide Breeder with any changes to such contact information so that Breeder may attempt to make contact.

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS. MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE “RELEASED PARTIES”) SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL.

MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER’S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

LIQUIDATED DAMAGES. As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys’ fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1500.00.

VENUE AND JURISDICTION. All disputes related to this Breeding Contract shall be governed by the laws of the State of Texas. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Cooke County, Texas.

ADDITIONAL PROVISIONS. This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral. Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties.

The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

BREEDER:

MARE OWNER / LESSEE:

Schroeder Ranch, Inc.

Printed Name

Signature

Signature

Date

Date

MARE'S CURRENT STATUS: Open _____ In Foal _____

Last Breeding Date: _____ Stallion Bred to: _____

BOARD/Charged per Day
Pasture/Dry..... \$ 12.00
Pasture/Wet..... \$ 14.00
Dry Stall \$ 16.00
Wet Stall \$ 18.00
Year Round \$ 12.00

Insurance Company: _____

POLICY #: _____

Insurance Emergency #: _____

Foaling Charge ... \$350.00

Mare Owner

Address

Date

Telephone – Home: _____

Telephone – Work: _____

Telephone – Cell: _____

Telephone – Fax: _____

Email: _____

Please check if mare needs the following or write date last given:

- West Nile _____
- Eastern/Western Encephalitis _____
- Salmonella _____
- Tetanus _____
- Strangles _____
- Wormed w/ _____
- Trimmed / Shod _____

Please accompany this record with proof from Mare Owner's veterinarian