

**JB Quarterhorse Ranch**

6118 Johnstone Rd.

Homedale, ID 83628

(208) 936-9484

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www.jbquarterhorseranch.com

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**BREEDING CONTRACT**

Subject to the following terms and conditions, I the undersigned (hereafter "MARE OWNER"),

<hr/>		
(Name)	(Address)	(Phone)
hereby agree to breed the mare named	<hr/>	<hr/>
	<hr/>	<hr/>
	(Age)	(Breed)
		(Registration #)
hereby agree to breed to the stallion named	<hr/>	<hr/>
	<hr/>	<hr/>
	(Age)	(Breed)
		(Registration #)

owned/managed by \_\_\_\_\_,  
(hereafter "SIRE OWNER"), during the \_\_\_\_\_ breeding season. In consideration for this breeding, MARE OWNER agrees to pay the stud fee of \$\_\_\_\_\_, in full, in advance. There is an additional \$\_\_\_\_\_ per day for mare care. All fees incurred during the mares stay, including mare care, are due in full prior to the removal of your mare from the breeder's premises. I understand that I must return one signed and dated copy of this contract, the attached Mare ID form and the stud fee to initiate this contract.

I also understand that in order to retain rebreeding rights under the live-foal guarantee provision herein, that I must also return the completed and signed Certificate of Pregnancy Examination by the end of the breeding season for all breeding that was performed.

1. SIRE OWNER agrees that if the stud fee is paid, and should said mare subsequently, as a result of this breeding, not deliver a live foal (or foals), that can stand and nurse, the stud fee shall be carried forward for a second breeding season. A breeding season is the same as the current calendar year. The stud fee shall be carried forward only one season, however; thereafter this contract shall be deemed fulfilled even if said mare, or her substitute (see Paragraph 2), still fails to conceive or to deliver a live foal (or foals) the subsequent season. Should the stud fee charged by SIRE OWNER change between the first and second year of this contract, MARE OWNER shall not be responsible for the difference prior to

- rebreding, but will still be required to pay mare care. Once a live foal (or foals) has been delivered, and said foal or foals can stand and nurse unassisted, this contract has been fulfilled in its entirety by SIRE OWNER.
2. Should the mare booked herein fail to conceive and carry a pregnancy the first season, substitution of another mare in her place may be allowed at the sole discretion of the SIRE OWNER.
  3. The stud fee will be carried forward, and the live-foal guarantee is valid, ONLY if MARE OWNER has properly maintained the health of the mare, and verifies the mare's pregnancy loss, stillbirth, or newborn foal death by providing SIRE OWNER with an original, signed and dated veterinary certificate, on the veterinarian's own practice stationery, clearly stating the following:
    1. Identification of the mare named herein
    2. Verification of the loss of pregnancy or stillbirth
    3. Autopsy or other pertinent examination of mare, foal, and/or placenta with an explanation, if possible, for the abortion/stillbirth/foal death; and
    4. Verification that, in the veterinarian's best judgment, the mare was maintained in a reasonable state of health and under reasonable conditions, including all vaccinations and deworming as recommended by the veterinarian, including but not limited to vaccination against Rhinopneumonitis, and that monitoring of the mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties.

SIRE OWNER must receive this certificate within thirty (30) days of the discovery of the mare's pregnancy loss or foal death, and in any case prior to further rebreding of said mare.

4. It is further agreed that if either the sire or the mare to which this contract pertains should die, or otherwise become unfit for service PRIOR to the first breeding of said mare, by whatever means, then the stud fee s shall be refunded within thirty (30) days, and this contract shall then become null and void. Should the sire die or become unfit for service later in the life of this contract, and frozen semen is available to fulfill SIRE OWNER'S obligations under this contract, then MARE OWNER shall be so supplied with frozen semen as a replacement for other methods of breeding, subject to the deposits required per the then-current semen shipping fee schedule. Should the mare die or become unfit for service later in the life of this contract, then a substitute mare shall be allowed for the balance of the contract term, at SIRE OWNER's discretion.
5. For mares brought to SIRE OWNER (or his agent) for breeding:
  1. Board for the mare while in the care of the SIRE OWNER shall be in accord with the current rate schedule. It is understood that MARE OWNER is responsible for any veterinary or farrier charges that the mare incurs. All such charges, and board, shall be due, payable, and paid, at or prior to the mare's departure. It is hereby agreed that if, for any reason, these bills are not paid, then SIRE OWNER shall, at his sole discretion, retain custody of said mare under the Idaho Livestock Lien Law, and any

other applicable Laws, until such time as said bills are paid in full, including all additional board, veterinary, and farrier charges that may accrue by such action. Should said mare be retained under this Law, or other applicable Law, for more than thirty (30) days, SIRE OWNER shall then have the right to sell said mare, without MARE OWNER's further consent, knowledge, or permission, and by whatever means is chosen by SIRE OWNER, in order to pay the bills so incurred. Any excess funds resulting from the sale will be forwarded within thirty (30) days to MARE OWNER. Any shortfall still outstanding shall remain a debt and may be treated as such by SIRE OWNER. Removal of said mare from SIRE OWNER's premises does not release said mare from any liens still outstanding, nor relieve MARE OWNER of the debt. In addition, should SIRE OWNER be required to invoke any Lien Law in order to collect a debt owed by MARE OWNER, would result in the live-foal guarantee of this contract, null and void.

2. SIRE OWNER, his veterinarian and farrier, and any employees thereof, shall not be liable or responsible for any disease, accident, or injury to said mare or foal(s) at foot while under their care, custody, and control; likewise, MARE OWNER shall not be liable or responsible for any disease, accident, or injury to the sire.
3. It is hereby agreed that if said mare leaves SIRE OWNER's property prior to a 45 day pregnancy check, then the MARE OWNER is solely responsible for having a licensed veterinarian examine said mare for pregnancy between 45 and 70 days of gestation. A copy of the results of this examination, signed by the veterinarian, must be forwarded within thirty (30) days of the examination to the SIRE OWNER in order to retain rebreeding rights under the live-foal guarantee.
6. In no case shall said mare be bred prior to acceptance of a properly completed and signed contract by SIRE OWNER, including the payment by MARE OWNER of the required stud fee. It is MARE OWNER's sole responsibility for timely delivery of all documents relevant to this contract to SIRE OWNER, and SIRE OWNER cannot be responsible for any failure of, or delay in, delivery, for whatever reason.
7. This shall be a binding contract upon both parties when signed, and this agreement accepted by SIRE OWNER or his duly authorized agent named herein. This contract is then binding upon all heirs and assigns. Any legal action required to enforce the terms of this contract shall be subject to the Laws of the State of Idaho, with venue in Canyon County. The prevailing party in any dispute shall be entitled to all reasonable attorney's fees, court costs, and related expenses, whether or not they are chargeable on a cost bill, as may be awarded by the court. It is agreed that the returned check charge shall be \$25.00.

I, the undersigned, do hereby certify that I am the MARE OWNER named herein, or a duly authorized agent or lessee thereof, and as such have the authority to enter into, and be bound by, this contract, as witnessed by my signature. I also certify that I have read and understand the terms of this contract and the attached fee schedules, seeking legal advice if I wished any clarification.

Signed and dated in good faith:

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MARE OWNER/AGENT (Circle One)

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Address

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Phone Number Date

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STALLION OWNER/AGENT (Circle One)

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Address

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Phone Number Date

## MARE INFORMATION FORM

Mare's Registered Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Breed \_\_\_\_\_

Registration # \_\_\_\_\_

Owner / Agent \_\_\_\_\_

Phone #'s \_\_\_\_\_

Address \_\_\_\_\_

Date Mare Due to Foal (if bred) \_\_\_\_\_

Date Last Foaled \_\_\_\_\_

Maiden Mare? \_\_\_\_\_

Tentative Breeding Date \_\_\_\_\_

Any prior retained placenta? \_\_\_\_\_ Any prior abortion? \_\_\_\_\_

Any past uterine infections? \_\_\_\_\_ Foaling damage or difficulty? \_\_\_\_\_

Does the mare cycle regularly? \_\_\_\_\_ Show heat well? \_\_\_\_\_

Any prior or current lameness problems? \_\_\_\_\_

Last three years bred were \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Last three years foaled were \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Most recent vaccination \_\_\_\_\_ Type \_\_\_\_\_

Most recent deworming dates and type used:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preferred Veterinary \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

## VETERINARY CERTIFICATE of PREGNANCY EXAMINATION

**Please return after final pregnancy examination each season, whether positive or negative.**

I, the undersigned Veterinarian, duly licensed in the state/province of \_\_\_\_\_,  
and holding current license # \_\_\_\_\_, do hereby attest that at the following time(s) on the  
following date(s),

Date of Pregnancy Examination	Results of Pregnancy Examination

WITNESS my signature, under the pains and penalties of perjury, this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date