

MAGNOLIA PEAR RANCH
gary & peggy mancuso
7901 RUSSELL CURRY ROAD
ARLINGTON, TEXAS 76001
817-572-2180

This STALLION BREEDING CONTRACT for the breeding season of 2005, is made and entered into on this _____ day, of _____, _____, by and between Gary and Peggy Mancuso hereinafter designated Breeder, and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____ Reg.# _____ to the stallion MAGNOLIA PERE, Reg.#_285860_ for the fee of \$1,250.00, for a live foal subject to the following conditions:

1. The fee includes a non-refundable booking fee of \$ 250.00, due and payable with this contract. The balance of the fee must be paid with all other expenses when mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are due upon receipt. Mare Owner may not remove mare from Breeders possession until all fees and expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the care and feed of the mare (and her foal) while in his custody. Mare Owner agrees to pay per day for: Field mares \$_8.00_ dry, \$_10.00_ wet: Barn mares \$_10.00_dry, \$_12.00_wet.
3. Breeder will exercise his best judgement in care and supervision of mare (and her foal). Breeder will arrange for veterinarian and farrier services as he deems necessary for the health and safety of the mare (and her foal) and normal breeding conditions. All veterinarian and farrier expenses for the mare (and her foal) will be paid by Mare Owner.
4. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. A current negative Coggins test, copy of registration papers (both sides), veterinarian's health certificate and a health, worming and immunization record must accompany mare. If not Breeder's veterinarian will examine and test mare at Mare Owners expense. Breeder may refuse mare if not in satisfactory condition. Mares that are not halter broken will not be accepted.
5. Breeder agrees to diligently try to settle mare. If mare fails to settle, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare. Both parties agree that the Breeder, their agents or employees are not liable for death, sickness and / or accident including consequential damages caused to the mare (and her foal) and the Mare Owner is not liable for the same to the stallion.
6. This contract contains a "live Foal and Color Guarantee". If foal is born dead, has insufficient Color or mare fails to conceive there are rebreed privileges for the 2006 season only. Breeder is to be notified within 7 days and receive a veterinarians statement confirming death of foal. If after being pronounced in foal, the mare should miscarry, abort or prove barren Mare Owner has rebreed privileges for the following year 2006 (February through June). Color constitutes sufficient color for regular registration in the American Paint Horse Association. If the stallion dies, is sold by owner or becomes unfit for service prior to settling the mare the booking fee will be refunded thereby canceling the entire contract. If the mare dies or becomes unfit to breed prior to being pronounced in foal the Mare Owner may substitute a suitable replacement mare during the current breeding season.
7. TRANSPORTATION OF COOLED SEMEN: Included in the Breeding Fee is one shipment of COOLED SEMEN in the Continental US. Also included is the cost of one reusable shipping container, the FedEx overnight shipping fee and any other of the Breeders costs. Should the mare fail to settle, a second shipment of cooled semen will be sent for free providing the container was returned to the breeder. Any Airport to Airport shipments, if necessary, will cost Mare Owner an additional \$100 per shipment. The Mare Owner will be required to pay all expenses pertaining to the insemination of the mare and the shipping of additional semen, if required, including a collection fee of \$40.00 for each shipment. All fees are required to be paid in full prior to the collection and shipment of semen.
8. This contract is non-assignable and non-transferable. This contract is entered into in the State of Texas, and will be interpreted and enforced under the laws of the State of Texas. If any clause in this contract is unlawful in Texas then that clause is null and void.

[] Check here if breeding at farm. [] Check here if breeding with transported cooled semen.

Signature of Mare Owner/Agent

DATE

ADDRESS

CITY/STATE/ZIP

PHONE

FAX

E-MAIL

Signature of Breeder

DATE