



BOWMAN RANCH

EQUINE BREEDING FACILITY AND CLINIC

2008 Breeding Contract

This contract dated the _____ day of _____, 2008 is a binding agreement between mare owner _____ and Bowman Ranch. The named mare _____, Registration # _____ is booked to the stallion named **GOOD BAR WRAPPER**, Registration # **AQHA 2976952** for 2008.

Terms and Conditions are as Follows

- 1. Fees:** A non-refundable booking fee of **\$ 500** is due with signed contract. The balance of the stud fee **\$ 500**, as well as the first month of mare care **Wet \$15/Day** **Dry \$13/Day** **Show \$20/Day** are due when the mare is delivered to the ranch. No mare will be palpated or bred until Breeding Contract is signed and fees paid to Bowman Ranch office.
- 2. Billing:** All expenses must be paid upon receipt of billing statement. No mare will leave Bowman Ranch without a zero balance on account. Visa/MasterCard payments are accepted but will include a 3.5% charge (except for shipped semen payment). Interest rate will be 1.5% per month will be added to any/all balances over 30 days old. Please be aware that 6% Sales Tax on the STUD FEE will be charged on all breedings in the State of Kentucky, whether by on farm breeding or shipped semen.
- 3. Mare Papers:** A copy of the mare's registration papers (front and back) with current owner listed or lease agreement signed by both parties must accompany Breeding Contract. If your mare is insured, Bowman Ranch must have a policy number for that mare and a contact name and number.
- 4. Vaccinations:** A negative Coggins, veterinary documentation of current vaccination status for Flu/Rhino, Strangles, and EVA must be given before or at the time of mare arrival. ***Mares must have documentation of a negative EVA test and proof of vaccination from an approved lab 30 days prior to arrival. If these papers are not presented at the time of arrival, the mare will be tested and quarantined for 30 days and vaccinated at the mare owner's expense.
- 5.** This contract is for the 2008 breeding season beginning February 1 and ending July 1. The agreement warrants the mare owner is presenting the mare named above healthy and breeding sound with a negative uterine culture and any pertinent health or breeding information made available. Mare must be halter broke and considered safe to be handled.
- 6. Waiver of Liability:** Both the mare owner and Bowman Ranch agree to diligently try to settle mare in foal. If mare does not settle in foal, mare owner will not hold the stallion owner, Bowman Ranch or any of their agents or employees liable for any form of loss or damages.
- 7. Live Foal Guarantee/Breeder Certificate:** Stallion owner will provide a Breeders Certificate for a single live foal produced from the mating related to this breeding contract. All fees and expenses must be paid prior to the release of the Breeders Certificate. Live Foal Guarantee means that a foal stands and nurses without assistance and lives for 24 hours. If a live foal does not result from this mating agreement, the mare owner will be entitled to a rebreed to mare for the following breeding season only if...
 1. Mare owner notifies stallion owner within 48 hours of foaling, that a live foal was not obtained, or mare slipped or aborted the foal.

- 2. Veterinary certificate stating cause of death of foal, any difficulties at parturition and a vaccination history of Pneumabort K or Prodigy at 5th, 7th and 9th month of gestation.
- 3. A non-refundable booking/chute fee of \$ 350.00 and all applicable expenses must be paid as required for the rebreed to occur.
- 3. Mare substitutions will be at the discretion of the stallion owner for the rebreed applying to this agreement.

8. Stallion Owner Guarantee: If stallion should die or become incapable of servicing mare, this contract shall become null and void. The stallion owner may choose to refund ½ the stallion fee, less any fees or expenses incurred to date, provide another stallion owned or leased by the stallion owner or use of frozen semen if possible. These options will be at the sole discretion of the stallion owner. The stallion owner assumes no responsibility for any such misfortunes or loss or damages from such events.

If another stallion is not available; the null and void clause is valid and the stud fee (less the booking fee) will be refunded to the mare owner and/or the parties to this agreement will be released from any further rights, obligations, or liabilities hereunder.

9. Mare Substitution: If mare named in this contract, dies or becomes unfit to breed, another mare owned by and/or leased by mare owner may be allowed at the stallion owners' discretion. NO REFUNDS shall be given.

10. Embryo Transfer: Should more than one embryo or foal result from this mating contract-Mare owner must pay an additional stallion fee for each embryo obtained from the mating contract. In the event that embryo is sold, the Live Foal Guarantee will be null and void. Bowman Ranch recommends embryo insurance for these types of transactions.

11. No Liability: It is understood that Bowman Ranch, its owners, employee, veterinarians, agents and guests shall not be liable for any failure to settle, injury, escape, sickness, disability or death of any horses on its premises. The mare owner whose mare is under the care of Bowman Ranch shall not be responsible for any damage, injury or death to Bowman Ranch's farm, stallion, employees, veterinarians, or other animals in the care of Bowman Ranch caused by the mare named in this contract.

12. Mediation and Arbitration: Any dispute relating to the interpretation or performance of this agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to the closest available Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Boone County, Kentucky, in accordance with the then existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Bowman Ranch intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection of this agreement, of the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable cost and expenses (including reasonable cost of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.

13. Binding and Entire Agreement: This contract, when signed by the Mare Owner and Bowman Ranch and accompanied by payment of the booking fee and breeding fee shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

Mare Owner Information

Breeding Farm: Bowman Ranch

Mare Owner/Agent (Signature)

Agent (Signature)

Name (as shown on registration papers)

Date

Daytime Phone

Cell Phone

Billing Address

City, State, Zip

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