



Fotheringham Farms
 Stallion Breeding Contract for
SHARP DRESSED OKIE
 2004 Palomino AQHA Stallion #4615150
2008 Breeding Season

Mare Owner's Name _____ Date _____
 Address _____ Province/State _____ Postal Code _____
 Day Phone _____ Home _____
 Cell _____ Other _____

Mares Name _____ Registration Number _____
 Mares Sire: _____ Mares Dam: _____
 Breed: _____ Color: _____ Age: _____
 Markings: _____ Brands: _____

Show/Racing Records and Money Earnings _____

Mare will arrive at farm: **Wet (with foal)** **Dry** **Maiden** **In foal (last breeding date)** _____
 Accompanying Foal Name: _____ Sex _____
 Foal Owner _____ Date of Foaling _____

Owners Vet: _____ Phone _____
 Last De-worming Date and treatment _____
 Last Hoof care Date and treatment _____
 Vaccination in last 12 months (include dates) _____

Breeding History and Care: (Please include any special instructions, medical history, preferred Veterinarian, feeding instruction and other information that may be helpful to us while mare is in our care)

__ Foaling Fee	\$ 350.00	__ Dry Mare Care	\$ 8.00/Day
__ Equine Massage Therapy	\$60.00/hour	__ Wet Mare Care	\$ 10.00/Day
__ Hauling	\$.50/km(\$60.00 minimum)	__ Feet Trimming	\$ 30.00
__ De-Worming	\$ 15.00		

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This certifies that _____ of _____
From here on referred to as the Mare Owner, has engaged one breeding to **SHARP
DRESSED OKIE AQHA # 4615150** for the **2008** breeding season at a price of
\$ _____ for the following named mare:
Mare Name: _____ Breed _____
Registration No _____ Year foaled: _____

Fotheringham Farms, agent for the above named stallion, will from here on be referred to as Breeder. This service is engaged subject to the following:

1. Receipt of this stallion breeding contract and paid booking fee confirms the above named mare's reservation to be bred to the above stated stallion for the breeding season of year 2008. The breeding season in force for this contract shall begin February 1 and close July 15 of the year dated on this contract.
2. The mare owner shall return a copy of mare's registrations papers (both sides) and photo with this contract (stallion owner will return photo if mare owner wishes). A veterinarian's health certificate, worming and immunization records, and a current Coggins test (within 6 months) shall accompany the mare. If these are not presented upon a mare's arrival, the Breeder shall reserve the right to have the attending veterinarian make proper tests and evaluations at the Mare Owner's expense. Mare (and foal, if applicable) will be periodically vaccinated and wormed as deemed necessary by the attending veterinarian at Mare Owner's expense.
3. Mare care will accrue from the date of mare's arrival at the rate of \$8 per day dry or \$10 per day wet. The mare owner agrees to pay these fees on a monthly basis.
4. Mare Owner agrees to pay \$300 foaling fee if they wish to have the mare foal on Breeder's premises. All veterinarian expenses incurred in connection with the foaling shall be paid by Mare Owner
5. A booking fee of \$250 from the above breeding fee is payable with this contract, and the balance of \$ _____ is due upon mares arrival at Fotheringham Farms. All other expenses including but not limited to mare care, veterinarian fees, farrier fees, etc...will be payable upon receipt of an invoice or on a monthly basis or when mare leaves the farm, which ever is first. The booking fee is not refundable. The Breeder requires 48 hours advance notice when the Mare Owner wishes to remove his mare(s) from the farm. The mare (and foal, if applicable) shall be released only upon payment in full of all outstanding invoices , including those from the attending veterinarian.
6. Mare owner agrees each mare offered for breeding shall be in sound breeding condition and free from any infection or disease. Any mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred. Mare owner may substitute another mare within the same breeding season.
7. Mare must be halter broke, able to lead and tie.
8. This contract is good for one foal. Multiple foals from the same mare in the same breeding season will require a separate contract and breeding fee for each resulting

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- foal. The only exception to this would be twins that are carried throughout term and foaled by one mare.
9. The breeder agrees to diligently settle the mare and the mare owner agrees to give the stallion owner sole discretion of determining the best method of breeding such mare. The mare owner agrees to give the stallion owner ample opportunity to settle the mare. If, however, the mare does not settle, the mare owner will hold the stallion owner harmless. Also, the stallion owner reserves the right to not breed a mare if the stallion owner finds the mare unsound for breeding or dangerous to breed.
 10. Live foal Guarantee: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return season will be guaranteed for the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian along with proper vaccination certificate within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Owner subsequent to the mare's departure from Breeder. Booster rhinopneumonitis vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee.
 11. Third year rebreeds are subject to an additional booking fee plus any increases in the breeding fee. No live foal guarantee on third year rebreeds.
 12. If the mare dies, proves to be barren or does not produce a live foal in **2009** the Mare Owner will be entitled to return privileges for the same mare or another mare approved by Breeder that season only. If Mare is to be re-bred and Mare Owner fails to deliver her for re-breeding, then any and all fees paid shall be non-refundable and the contract terminated.
 13. It is agreed that should the mare be removed before Breeder has sufficient opportunity to settle her (having bred her through at least three heat periods, or being certified in foal by their veterinarian), then all unpaid board, expenses and breeding fees become due and payable when the mare is picked up, and the live foal guarantee (Section 5) becomes void.
 14. It is further agreed that should the said stallion die, be sold by Breeder, or become unfit for service before servicing any mare, then this contract is and shall be null and void, and Breeder will refund Booking Fee.
 15. This contract shall not be assigned or transferred and in the event said mare is sold, the fee, if unpaid shall immediately become due and payable and no refund shall be due under these circumstances.
 16. Please have your mare pregnancy checked at 14 days to determine pregnancy and the possibility of twins and then again at your veterinarian's recommendation within 60 days of the last breeding date and notify the Stallion Owner if the mare is still open. Also, it is the responsibility of the mare owner to administer an equine Rhinopneumonitis vaccine at 5, 7, 9 months of the mares gestation.
 17. A breeders certificate will be issued to the Mare Owner after all expenses have been

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paid in full and upon notification of birth of the foal.

18. Waiver of Liability: It is understood that the breeding farm, its owners, employees, and guests shall not be liable for any injury, escape, disability or death of any horse on its premises. The above named Mare Owner, whose horse(s) is (are) under the care of Breeder, will not be liable or responsible for any damage, injury or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of Breeder, whether or not caused by his horse.

Mare owner's signature on this contract certifies and attests to the fact that the owner has read and fully understands all of the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of owner, owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, owner agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collection. Owner further agrees that this contract is made and entered into, in the County of Huron, Province of Ontario and that it shall be interpreted, transacted and enforced under the laws of said province and within the designated county, regardless of the manner or location of solicitation.

Owner Information and Signature:

Date: _____

Owner/Agent: _____

Signature: _____

Trainer Information and Signature:

Date: _____

Owner/Agent: Amy Fotheringham

Signature: _____



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