

# Wind Swept Acres Farm - 'On Farm' Breeding Contract

2012

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This agreement is made and entered into on \_\_\_\_\_ (date), between Karena Cymbaluk, hereinafter designated as Stallion Owner, and, \_\_\_\_\_ hereinafter designated as Mare Owner.

*This contract is subject to availability of each stallion's book.*

## **Breeding Privileges:**

Mare Owner hereby agrees to breed "the mare" \_\_\_\_\_, Reg. No. \_\_\_\_\_ to the stallion **PASS THE LEGACY ON**, AQHA# 5225786 & APHA# 980671 OR **SKIP THE KISSIN**, AQHA# 3865249 in 2012 breeding season. (*Circle the preferred stallion*). FOR A STALLION SERVICE FEE OF \$500.00 - OF THAT, \$100 IS CONSIDERED THE BOOKING FEE AND IS NON REFUNDABLE. A check for \$100 must accompany this contract along with a copy of the mare's registration papers and be returned to the Stallion Owner in order to secure a your mare's reservation in his 2012 book.

Breeding fees, Shipped Semen fees, mare care, vet and farrier bills must be paid in full before the mare leaves Wind Swept Acres, or prior to issuing breeding certificate from AQHA or APHA, etc. Stud fees are due when the mare is dropped off at Wind Swept Acres, all other 'On Farm' expenses are due prior to her departure. If Shipped Semen is chosen, please see Shipped Semen Attachment for additional stipulations and terms.

***NO BREEDING CERTIFICATES WILL BE ISSUED UNTIL ALL INCURRED EXPENCES ARE PAID IN FULL.***

**Live Foal Guarantee:** In the event the said breeding does not result in a foal that survives 48 hours. The said mare shall be rebred to the stallion of his/her choice the following year. The mare owner may substitute a mare of similar quality if prior written consent has been provided by the stallion owner. The mare owner will be responsible for the mare care, vet, and farrier expenses as well as renewed booking fee to renew the breeding contract. This guarantee is dependent upon the following conditions.

1. The mare must be properly vaccinated and wormed. (5, 7, 9 month Rhino vaccinations, etc)
2. A written confirmation of pregnancy by a licensed veterinarian is provided within 45 days of the last breeding.
3. Mares foaling before May 1st, must be foaled in a barn with conditions conducive to the well being of the foal.
4. A veterinarian issued death certificate stating cause of death within 14-days of death.

**Color Guarantee:** In the event that a **Registered Color Breed Mare** fails to produce a colored foal that same mare shall be rebred for only the renewed booking fee, mare care, and other incurred expenses. Qualifying color breeds include, but are not limited to: APHA, PtHA, PHBA, IBHA, ABRA, ApHC and POA. Please ask if your mare qualifies.

**Liability:** Neither party (Mare or Stallion Owner) or anyone affiliated with either party shall be held responsible for the death, injury, or damage to person, horse, or property. All mares must have a current negative coggins test (within the current calendar year) prior to arrival at Wind Swept Acres. NO EXCEPTIONS!

**Miscellaneous:** Should the stallion die or become unfit for breeding, Mare Owner's sole recourse will be for the breeding fee, minus the booking fee. This contract is non-transferable without prior written consent. This contract is entered into in the State of Minnesota, and will be interpreted and enforced under the laws of that state.

This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written Contract. The original contract will be kept on file at Wind Swept Acres and a copy provided for Mare Owner.

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**Breeding Preference:** (Circle one)

On Farm

Shipped Semen  
(Complete attached Shipped Semen document/contract)

**On Farm Mare Care:**

Outside provisions include fresh clean water, (choice) grass or alfalfa hay, oats, and mineral; in a paddock.

Dry (Mare Only) \$7.50

Wet (w/ foal at side after 5/15) \$10.00

Wet (w/foal at side) w/access to run in shed \$11.00


Indoor provisions include fresh clean water, (choice) grass or alfalfa hay, oats, and mineral; in a 12 x 12 or larger stall with daily exercise, weather permitting.

Dry (Mare Only) \$10.00

Wet (w/ foal at side) \$12.50

Reduced rates can be arranged if you provide your own grain and/or hay or have multiple mares in for breeding at the same time. Discounts are on a case by case basis.

**Signatures:**

Karena Cymbaluk, Stallion Owner: 	Mare Owner
Mare's Registered Name:	Mare Owner's Mailing Address:
Breed Association(s):	
Barn Name:	
Registered Number/Breed:	Phone Number:
	E-mail Address:

In an effort to best plan our breeding season Wind Swept Acres Farm requests the additional information about your mare. (check those which apply)

Mare is currently Open	Mare is currently Bred
Month you plan to breed:	If bred, do you plan on breeding on foal heat or 30 day heat?

Remember to include a copy of the mare's papers with the paid contract- Thank You