

Wandering Star Ranch

BREEDING CONTRACT / SHIPPED SEMEN CONTRACT and FEE Schedule

Phone (916) 645-1153 * Cell (916) 521-0967 * FAX (916) 645-1393

This **STALLION BREEDING CONTRACT IS FOR THE BREEDING SEASON OF 2011**, is made and entered into on this _____ day of _____, is by and between **Wandering Star Ranch**, hereinafter designated Breeder, and _____ hereinafter designated Mare Owner. Breeder agrees to breed the mare _____ Reg No _____ (the "Mare"), to the stallion **Federal Goods, AQHA Registration No. 3765278**, (the "Stallion") for the 2011 breeding season for the fee of **\$500 for a live foal, subject to the following terms and conditions.**

1. The stallion fee includes a **non-refundable booking fee of \$250** which is payable with this contract, the balance of which must be paid with all other expenses when the Mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable on receipt. Mare Owner agrees not to remove the Mare from Breeder's possession until all expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the care and feed of the mare and/or foal while in its custody. Mare Owner agrees to pay for care and feed at the rate of **\$12 per day for wet mares; \$10.00 per day for dry mares**. Payment to be in the form of credit card, cash or certified check.
3. Breeder agrees to use judgment consistent with recognized standards in care and feed and supervision of the Mare and/or foal. Breeder agrees to assume responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will examine the mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the Mare and/or foal. Mare Owner agrees to pay all such veterinarian and farrier expenses
4. Mares that are not halter broken will not be accepted.
5. The Mare shall be in a healthy and sound breeding condition free from infectious, contagious or transmittable disease. A copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany the mare, if they do not, Breeder's veterinarian will examine and/or test the mare at Mare Owner's expense. Breeder reserves the right to refuse the Mare if not in satisfactory condition. If the Mare is refused, the booking fee shall constitute liquidated damages.
6. Breeder agrees to diligently try to settle the Mare, however, if the Mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle the Mare. On site breeding is via artificial insemination performed by either the Breeder or a licensed veterinarian per mare owner's discretion.
7. This Contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead, there are return privileges for the following breeding season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the Mare should miscarry, abort or prove barren, Mare Owner has the privilege to return the Mare for breeding during the current breeding season, February 1 through July 1, or the following year. The following year will require an additional booking fee.
8. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full; and, when the Mare has either, at Breeder's option, (a) been pronounced safe in foal, or (b) has produced a live foal by this mating.
9. Both parties agree that the Breeder, it's agents or employees are not liable for death, sickness and/or injury including consequential damages caused to the Mare and/or foal unless such death, sickness and/or injury was by the willful and wanton negligence of the Breeder and the Mare Owner is not liable for death, sickness and/or injury including consequential damages caused to the Stallion.

10. It is further agreed that should the Stallion die, be sold by the owner, or become unfit for service prior to settling the Mare, that 75% less expenses, of the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire Contract; or if the Mare dies or becomes unfit to breed before being pronounced safe in foal, the Breeder will accept another mare according to paragraphs 4 and 5 hereinabove, as a replacement.
11. This contract is non-assignable and non-transferable. Mare Owner is responsible for all personal property taxes, if any, on the Mare.
12. Breeder (check one) (a) _____strongly recommends, (b)_____requires that Mare Owner carry full insurance on the Mare and/or foal.
Company _____Policy Number _____
13. This Contract is entered into the State of California, and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Law, then that clause shall be null and void.
15. This Contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are included unless specifically stated in this written Contract.

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Breeder's (or authorized agent's) Signature

Mare Owner's (or authorized agent's) Signature

Date

Date

Mare Owner's Address & Telephone

Description of Mare	\$ Booking Fee	Received By
---------------------	-------------------	-------------

Complete and sign contract and include booking fee and signed fee schedule and return to:
Wandering Star Ranch, PO Box 1064, Lincoln, CA 95648
 Breeder will return a copy of this contract with all signatures immediately.

