

Bailey Performance Horses Breeding Contract

**6353 County Road 16, Orland CA 95963
530-865-7116 www.baileysperformancehorses.com**

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between _____, referred to as "Mare Owner", and BAILEY PERFORMANCE HORSES, referred to as "Breeder".

Mare Owner agrees to breed _____, Registration No. _____ (the "Mare"), to **JG SCOOTIN BOOGIE**, 1998 Grullo Stallion, AQHA Registration No. 3778495 (the "Stallion"), subject to the following conditions:

1. The Breeding Fee for Stallion is \$500.00, of which \$200.00 shall be payable at the time of the execution of this Contract as a Booking Fee. Said Booking Fee serves as a non-refundable Deposit.
2. The Breeding Fee balance of \$300.00, together with all unpaid board and expenses pertaining to said Mare, will be due and payable at the time said Mare leaves Bailey Performance Horses. Breeder requires 48 hours advance notice when Mare Owner wishes to remove his/her Mare from Bailey Performance Horses to give Breeder sufficient time to prepare the final statement so Mare Owner may settle his/her account. The Mare will not be released to the Mare Owner or his/her representative until all fees are paid in full.
3. Board for said Mare shall be as follows: \$10.00 Per Day Wet/Dry.
4. The following documents shall be furnished to breeder upon Mare's arrival at Bailey Performance Horses.
 - a. A photostatic copy of Mare's registration papers (both sides),
 - b. A current clean uterine culture from a licensed veterinarian.
5. Mare Owner shall agree that the Mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare certified by the attending veterinarian not to be, in his opinion, in sound breeding condition, shall not be bred and Mare Owner may substitute another mare within that breeding season.
6. Mare must be halter broke and manageable. In the event Mare attempts to kick Stallion during breeding, suitable restraints will be utilized. If the breeding cannot be accomplished safely, the Mare will not be bred.
7. Breeder agrees to diligently try and settle Mare and shall have sole discretion in determining the best method of breeding such Mare. If, however, such Mare does not settle, Breeder shall be held harmless.
8. Breeder will exercise judgment consistent with recognized standards in the care and supervision of Mare and/or any accompanying foal.
9. Neither the Stallion Owner nor the Breeder shall be liable for injury, sickness or death of the Mare and/or accompanying foal, regardless of how it may occur.
10. Live Foal Guarantee. Live foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 48 hours. If the Mare aborts her foal, the foal is stillborn or said foal does not survive longer than 48 hours, a return season will be guaranteed for the following year only provided proper notification is given to Breeder of the loss.

11. Proper notification shall be defined as written certification by a licensed veterinarian within seven days from the date Mare is proved not to be in foal or loses her foal as set forth above and Mare Owner must certify that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the Mare's departure from Bailey Performance Horses. Failure to provide notification as set forth above shall void the Live Foal Guarantee.
12. Live Foal Guarantee applies only if Mare is checked in foal by a licensed veterinarian.
13. Mare Owner understands and agrees that Bailey Performance Horses shall not be held liable for the loss, abortion or death of said foal.
14. Waiver of Liability. It is understood that Bailey Performance Horses, its owners, employees, and guests shall not be liable for any injury, escape, disability or death of Mare and/or her accompanying foal or any other horse(s) on its premises. The above named Mare Owner whose horse(s) are under the care of Bailey Performance Horses will not be liable or responsible for any damage, injury or death to the Bailey Performance Horses Stallions or Breeder's Stallions, employees or other animals in the care of Baileys Performance Horses, whether or not caused by Mare Owner's horse(s).
15. The breeding season in force for this contract shall begin February 1 and close July 1 of the year covered by this Contract.
16. It is further agreed that should the above-named Stallion die or become unfit for service, or if the above-named Mare dies during the breeding season, then Mare Owner may substitute another mare or breed the above-named Mare to another Stallion that is agreed to by both the Mare Owner and Breeder.
17. A Breeders Certificate shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after payment of all bills due on said Mare has been received.
18. This contract shall not be transferable by Mare Owner without the prior written consent of Breeder.
19. This Agreement constitutes the entire agreement between the parties; any amendments to or modifications of the terms of this Agreement must be in writing

This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of California. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, mare Owner shall pay all reasonable attorneys' fees, costs of suit and other expenses reasonably related to enforcing this Agreement.

AGREED:

BAILEY PERFORMANCE HORSES ("Breeder")

MARE OWNER

By: _____

Signature of Mare Owner

Date: _____

Date: _____

Please Print Name, Address, Telephone
Number of Mare Owner:

**THE FOLLOWING INFORMATION MUST BE COMPLETED AND
FURNISHED TO BREEDER AT THE TIME THE CONTRACT IS SUBMITTED**

A. Mare Information

Mare's Name _____ Breed _____

Color/Type _____ Foaling Date _____ Registration No. _____

Foal at Side: Yes _____ No _____

If Yes, Foal's Name _____ Foaling Date _____

B. Owner Information

Name of Mare Owner _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact _____ Emergency Number _____

C. Veterinary Information

Veterinarian's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact _____ Emergency Number _____

D. Insurance

Is Mare Insured: Yes_____ No_____

If Yes, Insurance Company_____

Policy No._____Telephone_____

E. Emergency Medical Consent

In the event of an injury or emergency illness to the Mare and/her foal, Bailey Performance Horses will make every effort to contact Mare Owner or the veterinarian listed above. If said veterinarian is unavailable, Bailey Performance Horses will provide veterinarian care at the Mare Owner's expense. Mare Owner will be responsible for payment of any emergency medical services required for Mare and/or foal. Please make sure you have indicated the name and phone number of your veterinarian in the space provided above. Please sign below to indicate our consent to seek emergency medical treatment for your Mare and/or foal and that you will be responsible for payment of all said medical services.

Date_____ Signature_____

TO BE FILLED OUT BY BREEDER:

Mare's Arrival Date_____Departure Date_____

Breeder Mare Number_____Stall/Location_____

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

Stallion Owners (or authorized agent's) signature

Name:_____

Address:_____

City:_____

State:_____ Zip:_____

Area Code_____ Phone_____

Bailey Performance Horses

Gregg & Cindy Bailey

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Orland, CA 95963

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baileyperformancehorses.com