

STALLION AUCTION BREEDING CONTRACT

This Breeding Contract for the breeding season of 20____, is made and entered into this _____ day of _____, 20____. By and between _____, hereinafter designated "Breeder" and _____, hereinafter designated as "Mare Owner".

Mare Owner agrees to have the mare _____ ASPC/AMHR Registration No. _____ bred to the selected Stallion _____ ASPC/AMHR Registration No. _____.

Fee to be paid to the MWMHSPO Stallion Auction Futurity Fun and no breeding shall occur unless the breed is paid in full. The breed shall be used in the upcoming breeding season of 20____ following the purchase at auction and, subject to the following conditions:

1. Breeder agrees to provide suitable facilities for the care and feed of the mare while in the Breeder's custody. Mare owner agrees to pay for care and feed at the rate of \$ _____ per day dry mare; or \$ _____ per day wet mare. Mare owner will not remove the mare from the Breeder's possession until all expenses are paid in full, i.e., mare care.
2. Breeder will exercise judgment consistent with recognized standards in the care and supervision of the mare. Mare owner shall assume responsibility for arraigning all veterinarian and farrier services as necessary.
3. Mare shall be halter broke.
4. The mare shall be in healthy and sound breeding condition, free from infectious, contagious or transmissible diseases. A Photostat of the registration, proof of immunization, and worming shall accompany the mare. Breeder reserves the right to refuse a mare if not in satisfactory health. A mare that is refused by breeder for unsatisfactory health may be substituted only if agreed to in writing by both parties.
5. Breeder agrees to diligently try to settle the mare; however, if mare fails to settle, for any reason, Mare owner will hold the Breeder blameless. Mare owner agrees to give the Breeder ample time to settle the mare.
6. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal that stands and nurses without assistance and is a viable foal for 24 hours. If foal is born dead, there is return privileges for the current season only if Breeder receives a veterinarian's statement confirming death. If after being pronounced safe in foal, the mare should miscarry, abort, or prove barren, the Mare owner has the privilege to return her for the 20____ season only. The Mare owner may also substitute a mare upon written agreement of both parties.

7. A "Breeder's Certification/Stallion Report" will be issued for the foal, conceived by this mating, provided that all other expenses have been paid in full and the mare has been pronounced safe in foal.
8. The Mare owner agrees that the breeder is not liable for death, sickness, and/or accident including consequential damages caused to the mare and/or foal unless such was by the willful and wanton negligence of the Breeder.
9. It is further agreed that if (within the year of the auction purchase or the subsequent year of the auction), the stallion should die, be sold, or become unfit for service, any monies paid towards the breeding fee in which the mare has not settled will be 100% refunded from MWMHSPO. Less any mare care or other costs incurred. If a stallion has been sold, and that stallion's auction foals win any monies in the futurity, those monies shall go to the original donator of the breeding, unless stipulated to by both the new and original stallion owner/donator to MWMHSPO in writing.
10. This contract is non-assignable and non-transferable, only upon the written agreement by both the original stallion owner who donated who donated the breed and the Mare owner that actually purchased the auction breed; and the new owners.
11. If an emergency occurs to the mare while in the Breeder's possession; and the Mare owner cannot be reached, the Breeder shall have the authority to seek immediate veterinary assistance and the Mare owner shall be responsible for any costs incurred.

This contract represents the entire agreement between the parties. No other agreements or promises verbal or implied are included unless specifically stated. This contract is made and entered into the State of Utah and will be interpreted under the laws of this state. When the Breeder and Mare owner sign this contract, it will then be binding on both parties.

MWMHSPO shall not assume any responsibility for any stallion whose previous statements by the Breeder are then proved false by the Mare owner.

 Stallion Owner Sign
 Date: _____

 Mare Owner Sign
 Date: _____

Return to:

MWMHSPO
 PO Box 177
 Hooper, Utah 84315