

## Live Breeding Stallion Service Contract

This STALLION BREEDING CONTRACT FOR live cover for the breeding season February 1<sup>st</sup> thru May 1<sup>st</sup> of 2023, made and entered into this day of \_\_\_\_\_, 2023, is by and between TOMARI FARM, LLC, hereinafter designated Stallion Owner, and \_\_\_\_\_, hereinafter referred to Mare Owner, or Mare Lessee( hereinafter know as Mare Owner), Mare Owner to breed the Mare \_\_\_\_\_ Reg. # \_\_\_\_\_ to stallion, **AZ Autentico** for the Stud Fee of \$850.00 for live cover subject to the following:

- The Stud Fee must be paid in full before mare arrives.
- Whether this is a donated or discounted breeding, the stallion handling fee of \$150 will need to be paid in full before the mare arrives.
- This contract is good for one breeding to one mare. Each mare bred will need a separate contract.
- Mare Owner will send a complete copy of mare's registration papers with this contract as well as any necessary lease information or documentation, proof of current veterinarian reproductive exam and normal uterine cytology and/or uterine culture for the current breeding season, along with a current Coggins.
- Mare must be halter broke and able to be safely handled for breeding as this will be a live assisted breeding. Mare Owner shall always be solely responsible for all acts and behavior of mare and hold harmless, Stallion Owner, against all damages sustained or suffered due the acts of the mare while in Stallion Owner's care.
- The Mare Owner will provide/pay for all transportation to and from breeding facility. There will be a \$10.00 per day boarding fee. Grain, supplements and hay will be provided by the Mare Owner. Any veterinarian expenses incurred during the Mare's stay will be covered by the Mare Owner. Mare Owner will be contacted by Stallion Owner if veterinarian services are needed. Mare Owner will set up an account at the local veterinary hospital/clinic with a card on file so payments can be made.
- Stallion Owner will diligently try to settle the above-named mare. If, however, the mare does not settle after a reasonable amount of breeding's, Stallion Owner shall allow Mare Owner to transfer breeding to another mare provided said mare meets the conditions of the contract. If the current breeding season is still available, then said mare can be bred. If not, said mare will breed the following breeding season. All rebreeds must pay the \$150.00 stallion handling fee.
- **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 proper notification is given. Proper notification is a written certification by a licensed veterinarian within 7 days of the event that the foaling was an attended foaling and deliver a written statement from veterinarian giving details required to substantiate the failure of the Mare to produce a live foal. A return breeding will be guaranteed for the following season only. Mare Owner may substitute a different mare if the mare meets the conditions of the contract and is the same quality.
- It is further agreed that should the above-named stallion die, be sold or removed from the premises, or become unfit for service, the parties may agree on a substitute stallion, or this contract shall be null and void.

- Mare Owner MAY NOT TRANSFER, SELL, ASSIGN, GIFT or otherwise require Stallion Owner to provide any services not expressly agreed to within this document and has not the authority to grant the rights contained within this agreement to ANY THIRD PARTIES. This agreement is binding upon the parties that have signed the agreement hereto, any breach of this article will terminate this contract.
- A Stallion Owner’s certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of the birth of a foal.

When the above-named Mare Owner signs and returns one copy of this contract, along with the necessary documents, to Stallion Owner it will then be a binding contract on both parties subject to the above terms and conditions. This contract is not valid unless completed in full.

Note: AZ Autentico currently resides and is being leased by Del Dios Peruvians, Vista, CA. until October, 2023. Del Dios has full authorization to carry out the terms of this contract until that time. He will be returning to Tomari Farm, LLC, Holland, TX for the 2024 breeding season.

APPROVED AND AGREED UPON BY:

\_\_\_\_\_  
Tomari Farm, LLC.

\_\_\_\_\_  
Mare Owner

**MARE OWNER INFORMATION**

Owner/Agent: \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Alt Ph: \_\_\_\_\_

Email: \_\_\_\_\_

Payment: check: \_\_\_\_\_ VENMO: \_\_\_\_\_

Venmo Acct: Marianne.Rogers@Marianne.Rogers-27

This contract can be emailed to [pasogirl4@gmail.com](mailto:pasogirl4@gmail.com) or by mail to 11099 Stag Road, Holland, TX. 76534