

# JMR FARMS

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## Live Cover Breeding Contract

1. This on site breeding agreement is made and entered in to as of this \_\_\_\_\_ (Day, Month, Year) hereafter the "effective date" between JMR Farms stallion owner (Medea Rietvelt) at the above information and the mare owner/s

Name: \_\_\_\_\_ (herein referred to as mare owner/s) at

mailing address \_\_\_\_\_

(city/province/PC) \_\_\_\_\_

RES: \_\_\_\_\_ Cell: \_\_\_\_\_ WORK: \_\_\_\_\_

### 2. BREEDING PRIVILEGE

2.1. The mare Owner has contracted \_\_\_\_\_ service(s) to the following stallion:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Colour: \_\_\_\_\_ (hereafter "Stallion") for the following mare:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Colour: \_\_\_\_\_ (hereafter "the mare") on terms and

conditions set forth herein for the \_\_\_\_\_ (year) breeding season.

### **3. BOOKING STALLION SERVICES and BOARDING FEES**

- 3.1. The non-refundable **Booking Fee** is \$\_\_\_\_\_ and shall reserve breeding services to the stallion for the stated breeding season and is payable concurrently with the execution of this agreement.
- 3.2. The **Stallion Service Fee** shall be \$\_\_\_\_\_ for each service and shall be paid upon receipt of invoice and must be paid prior to the MARE leaving the facility.
- 3.3. The mare shall be sent to the stallion owner in the following condition: (check one)  
\_\_\_\_\_Wet (with foal) \_\_\_\_\_ Dry \_\_\_\_\_ Maiden.
- 3.4. Mare Owner will deliver the mare to the stallion's owner's facility on or about the following date \_\_\_\_\_.
- 3.5. Mare Owner agrees to pay the following boarding fees for each day the mare or mare and foal are on the stallion owner's premises:  
\$6 per day dry or \$8 per day wet this includes regular hay, water and turn out of mare and or mare and foal, any extra as feeding grain or other vet work with be billed accordingly.

### **4. MARE'S CONDITION AND OWNERSHIP**

- 5.1. The mare owner represents and warrants that the mare is in sound breeding condition and free from any disease or infection.
- 5.2. Mare Owner further represents and warrants that the mare is haltered broke and not a danger to the staff of the stallion owner.
- 5.3. Upon mare's arrival, Mare owner shall provide to Stallion Owner a vet's health certificate for Mare and foal, if any, and a current negative coggins test for the current mare and negative vaginal swap.
- 5.4. Mare Owner represents and warrants that the Mare Owner is the lawful and registered owner of the mare and foal, if any, and shall provide the stallion Owner with a complete copy of Mare's registration papers.
- 5.5. Mare Owners represents and warrants that he/she/ it has the authority to enter into this agreement.

### **6. SUBSTITUTION OR ASSIGNMENT**

- 6.1. Assignment . Neither party may assign or transfer this agreement without the prior written consent of the other party.
- 6.2. Substitution in the event of the stallion's death, injury or illness. In the event stallion becomes unavailable for breeding due to stallion's death, injury, illness or infertility, then the stallion owner shall notify Mare Owner and mare owner shall have the option of (1) cancelling this agreement and stallion owner will refund the stallion service fee but not the booking fee; (2) Mare owner may request breeding to another stallion owned by Stallion Owner as agreed upon by both the stallion owner and mare owner.

JMR Farms endeavours to accommodate the breeding schedule of the mare owner, but cannot guarantee the availability of a particular stallion on the specific day due to the demand of the stallion and the showing season.

### **7. LIVE FOAL GUARANTEE**

- 7.1. Mare Owner guarantees one "Live Foal" during the breeding season. The term live foal shall mean a foal that will stand and nurse without assistance. In the event that the mare does not deliver a live foal during the breeding season, then the mare owner shall be entitled to in additional re-breed to the same stallion subject to the provisions of this agreement.
- 7.2. The Live Foal guarantee however shall be void and the stallion owner released from all liability or obligation on the event that: a) the mare is sold by the mare owner prior to foaling unless stallion owner agrees in writing to continue the live foal guarantee; b) stallion becomes unavailable for

breeding as set forth on paragraph 6.2.; C)mare owner breaches any representations or warranties as set forth on this agreement; D) Mare's failure to give birth to a live foal is due to the actions or inactions of the Mare Owner; E) the booster rhinopneumonitis vaccinations are not administered by the mare owner as the mare progresses through pregnancy; F) the mare owner does not provide Proper Notification to Stallion owner within one week of the date the mare aborts her foal or delivers a stillborn foal. "Proper Notification" shall be defined as written certification by a licensed veterinarian within one week of the date the mare aborts or produces a non-viable foal along with the mare owner's certification that the abortion or death did not result from any act or omission of the mare owner.

7.3. Breeder's Certificate. A breeder's certificate will be issued to the mare owner after all fees and expenses have been paid in full and upon notification of birth of a live foal.

## **8. LIMITATION OF LIABILITY; ASSUMPTION OF RISK AND INDEMNITY**

8.1. **LIMITATION OF LIABILITY.** Mare owner acknowledge that there are inherent and numerous risks associated with breeding a mare and mare owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare and/or foal. Furthermore, even though the mare may become pregnant, the mare may not give birth or the mare's foal may be stillborn, have defects or become ill, injured or die. Mare owner agrees that except in the event of Stallion's owner gross negligence or wilfulness conduct, stallion owner and its officers, members, employees, directors or agents shall not be liable for any special incidental, indirect or consequential damages out of any transaction or activity arising from this agreement.

8.2. **Assumption of risk.** Mare owner understands that engaging in equine activities including breeding a mare or boarding the mare or foal at another farm or facility is an inherently dangerous activity and that by so doing mare and/or foal are exposed to dangers both known and unknown. Horses are large unpredictable animals which are dangerous and present a risk of injury no matter how much training they have and no matter what level of experience stallion owner has and no matter what the situation.

8.3. **Indemnity.** Mare owner agrees to defend, indemnify, and hold stallion owner harmless from and against any and all claims, demands, judgments, loss, liability or damage including attorney's fees or costs, that stallion owner may occur arising out of or in any way connected with mare owner's presence on or use of stallion owner's facility or the breeding services provided pursuant of this agreement.

8.4. The mare owner/s agrees that the stallion owner have not made and do not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease of inherited traits. **STALLION OWNER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## 9. **TERMINATION OF THE AGREEMENT**

9.1. Mare owner shall have the right to terminate this agreement for any reason whatsoever upon providing \_\_\_7\_\_\_(days) prior written notice to stallion owner.

9.2. Stallion owner may terminate this agreement in the event that stallion owner determines in his/her/it sole discretion that mare owner (1) materially breached the agreement; (2) made material misrepresentations or (3) the stallion is unavailable for breeding and no substitute stallion is agreed on by the parties pursuant to paragraph 6.2. The Termination shall occur upon \_\_\_7\_\_\_(days) written notice to the mare owner.

9.3. Upon termination, the mare and foal, if it belongs to mare owner, shall be properly removed by mare owner together with any and all personal property within \_3\_\_days of Notice provided that mare owner has paid all fees and charges owed to stallion owner. The stallion service fee shall be refunded less any additional expenses incurred prior to the notice of termination.

**SIGNED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_**  
**BY MARE OWNER/S:**

\_\_\_\_\_  
**SIGNED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_**  
**BY STALLION OWNER/S:**

\_\_\_\_\_