

## 2011 BREEDING AGREEMENT: WILDWYNN PONIES

Leigh Smith owner of Wynnbrook Starburst, below set's forth the following terms and conditions for the breeding with her Stallion named above:

Mare's Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Registration #: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ Year last foaled: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

- 1) For this Agreement to be effective the stallion owner requires a completed Breeding Agreement; The breeding fee has been donated to the Virginia Pony Breeders Association. All collection, veterinarian, shipping, board and other expenses will be the responsibility of the winning bidder. As the stallion owner, I will be charging no extra fees for my time or effort.
- 2) All Fees must be paid prior to mare being bred, or leaving breeding farm.
- 3) Any veterinarian fees are to be paid by the Mare's Owner directly to the Reproduction Veterinarian in accordance with his terms and conditions. All prices are available from him directly, his office number is 919-554-1176 (Dr Rednour). Veterinarian guarantees to send a good sample, but as soon as the sample leaves the premises the Veterinarian and Stallion Owner give NO guarantees that the sample will result in a definite pregnancy of the said mare.
- 4) For live cover, mares need to arrive at least 3 days prior to their expected receptive period, hind shoes removed, and fully halter trained.
- 5) A negative culture and a current (at least 12 months) coggins will be required for Live Cover. The mare must also have been wormed within two months of her arrival at the Farm for her Live Cover.
- 6) A photocopy of registration / pedigree papers for the mare must be provided at time of booking.
- 7) Mare care consists of a stall with attached grass paddock where the mare will be kept alone, but in sight of other horses. She will have free access to come and go from her stall at all times. She will be fed twice per day grain and hay according to owner's directions. Mare care is \$10 per night's stay. Fence consists of 4 foot "No-Climb" horse wire or oak board fencing.
- 8) We cannot accept mares for love cover that are over 15.0 hands tall. If your mare is taller than 15.0 hands and local enough, you may board her at Large Animal Vet Services for AI. The clinic's number is 919-554-1176.
- 10) The Breeder reserves the right to refuse the mare if she is not in a sound breeding condition or difficult to breed or handle. A Mare Owner may not substitute another mare within that breeding season unless specifically approved and entered in writing by both the Mare Owner and Breeder.

- 15) If Live Cover is chosen, Stallion Owner will attempt to breed the Mare on two heat cycles. If the mare does not fall pregnant after these opportunities the Mare Owner will be advised to collect the mare and have her checked by a Veterinarian.
- 16) There is a guarantee of a live foal with the following exception: NOTE: only four attempts to settle a mare will be accepted with this particular contract. Two attempts in 2011 and two in 2012 ONLY. Mare owners may change mares with written notice of \*not pregnant\* signed by a veterinarian on the original mare.
- 19) Live Foal Guarantee: Live foal means the foal shall stand and nurse for 24 hours. It is understood if the mare proves barren, aborts her foal or if the foal is stillborn, a return session will be guaranteed for the 2012 breeding seasons only, providing notification is given. Proper notification shall be defined as follows: written certification by a licensed Veterinarian within seven days that the mare has slipped or produced a non-viable foal.
- 20) If the mare does not produce a live foal in 2011, a re-breed will be allowed for the same mare or an approved substitute mare (under same conditions herein) for the 2012 season only.
- 22) A Breeders Certificate will be issued to the Mare Owner for registration purposes after ALL expenses have been paid in full. Any photographs and details of progeny may be used by Breeder for advertisement purposes.
- 23) WAIVER OF LIABILITY – It is understood that Wildwynn Ponies owners, employees, Veterinarians, farriers and guests shall not be liable for any injury, escape, disability or death of any horse on it's premises.
- 24) ABANDONMENT – If the outstanding balance is not paid within 30 days of date of invoice or, if the said mare is not collected within 30 days of notification of release, the Mare Owner accepts that the Breeder may consider this to be 'abandonment' and that the Breeder may sell the Mare and/or its foal in order to recover the outstanding balance and reasonable costs incurred in recovering the debt. Notice shall mean email to the Mare Owner's registered email address on this Agreement or a certified letter to the address listed on this Agreement
- 25) The Mare Owner's signature on this contract attests to the fact that they have read and understood all terms herein and accepts this contract as legal and binding. This Agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied are included unless stated below

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**As Agreed By:**

Mare Owner's Name: \_\_\_\_\_

Mare Owner's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

\*ANY DISPUTES WILL BE HANDLED IN FRANKLIN COUNTY, NC