

YELLA BY DESIGN
Diamond C Ranch
Randy &/Or Lee Ann Cornelison
245 Private Road 3705
Bridgeport, TX 76426
AT Ranch
BREEDING CONTRACT

This STALLION BREEDING CONTRACT for the breeding season of **2021**, is made and entered into on this _____ day, of _____, **202**__, by and between **Randy & Lee Ann Cornelison of Diamond C Ranch**, hereinafter designated Breeder, and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg.# _____, to the stallion **Yella By Design, AQHA 4742389, APHA 902629** for the stud fee of **\$600**, subject to the following conditions:

1. Mare Owner agrees to pay Breeder a non-refundable Booking Fee of **\$200**, payable with this contract along with a copy of mares registration papers.
2. Balance of stud fee is due before mare arrives at farm. Mare Owner may not remove mare from Breeder's possession until all breeding fees, collection fees and expenses are paid in full.
3. Breeding examinations, palpation examinations, and ultrasound examinations (including pre and post breeding, and 18 and 30 day pregnancy checks). Breeder agrees to provide suitable facilities for the care and feed of the mare (and foal) while in their custody. Mare Owner agrees to pay \$12 per day Mare Care. In addition to the stud fee set forth above, Mare Owner agrees to pay a collection fee of **\$100** per collection plus vet sono/travel fees.
4. Breeder will exercise his best judgment in care and supervision of mare (and foal). Breeder will arrange for veterinarian and farrier services as he deems necessary for the health and safety of the mare (and foal). All medicines, veterinarian and farrier services for the mare, (and/or foal) will be paid for by the Mare Owner before mare (and foal) is removed from the custody of Breeder.
5. A current negative Coggins test and copy of registration (both sides) must accompany mare. Breeder may refuse mare if not in satisfactory health condition. **Mares must be halter broke.**
6. Breeder agrees to diligently try to settle mare. If mare fails to settle, Mare Owner will hold Breeder blameless. Both parties agree that the Breeder is not liable for death, sickness, or accident, including consequential damages caused to mare (and or foal) and Mare Owner is not liable for the same to the stallion.
7. This contract contains a "**LIVE FOAL GUARANTEE**". If foal is born dead, or mare fails to conceive, there are rebreed privileges for the **2022** breeding season with no stud fees due. Breeder is to be notified within 7 days and

receive a veterinarian's statement confirming death of foal. If after being pronounced in foal the mare should miscarry, abort, or prove barren, Mare Owner has rebreed privileges for the **2022** breeding season only with no stud fees due. If the stallion dies, is sold, or becomes unfit for breeding prior to settling the mare the Breeder will refund stud fees paid in current breeding season. All board and other expenses will be subject to charge on rebreeding.

- 8. If mare is unable to rebreed, Mare Owner may substitute another mare.
- 9. In the event mare is sold, contract will transfer to the new owners only with the written consent of Breeder. This contract cannot be sold for use on another mare.
- 10. In the event Mare Owner's check is returned as unpaid, for any reason, Mare Owner is responsible for a returned check fee in the amount of **\$50.00**. Reimbursement to cover returned check and returned check fees must be paid by cash, money order, cashiers check, or certified check only.
- 11. In the event that it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Mare Owner agrees to pay all reasonable court costs and attorney fees incurred in the suit or collections. Payments past due 30 days is considered a default and Breeder is entitled to a possessory lien against owner's horse(s). Mare Owner further agrees that this contract is made and entered into the County of Wise, in the state of Texas, and that it shall be interpreted, enforced and transacted under laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

Signed and agreed to this ____ day of _____, **201** ____.

By: _____
Diamond C Ranch
Bridgeport, Tx
Randy &/or Lee Ann Cornelison

By: _____
Mare Owner

Address

City, State, Zip Code

Phone Number