



### Breeding Contract

This certifies, \_\_\_\_\_ herein referred to as Mare Owner, has engaged one breeding to \_\_\_\_\_ for the 2009 season, at \$ \_\_\_\_\_ for the mare \_\_\_\_\_, Registration No. \_\_\_\_\_, for a live foal/color guarantee. Burlington's Paint Horses will herein be referred to as Breeder.

The service is subject to the following:

1. Booking fee of \$ 250.00 to be paid upon execution of this agreement. This booking fee is not refundable.
2. The Mare Owner shall be billed monthly for all expenses including, but not limited to board and veterinarian costs.
3. The remaining balance of \$ for the breeding, plus all unpaid expenses will be payable upon receipt of an invoice or when the mare leaves the Breeder's farm, whichever comes first. The Breeder requires 48 hours advance notice when the Mare Owner wishes to remove his/her mare (s). This will allow the Breeder sufficient time to prepare the final statement so the Mare Owner may settle the account.
4. A photo static copy of registration papers (both sides), a veterinarian's health certificate, including uterine culture, worming, and current immunization records should be presented upon arrival of the mare(s). If these documents are not presented upon arrival of the mare(s), the Breeder shall have the attending veterinarian make the proper tests and evaluations at the Mare Owner's expense.
5. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare identified by the attending veterinarian not to be, in his opinion, in sound breeding conditions shall not be bred. A Mare Owner may substitute another mare within that breeding season. This contract shall not be transferable by the Mare Owner.
6. Live Foal Guarantee: Live foal means the foal shall stand and nurse. Mare Owner agrees that the stallion owner and/or manager does not make any guarantees as the quality, or confirmation of the foal, nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. If the mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days after the mare has slipped or produced a non-viable foal. The only fee's that would apply are transported cooled semen shipping/collecting, container fees. Limited Color Guarantee only on APHA stallions, if breeding results in a breeding stock foal mare owner has the option to rebreed for half of the breeding fee only good for one breeding back.
7. The breeding season in force for this contract shall begin Feb. 1 and close July 31 of the year covered by the contract.

8. Refund of Fees: This agreement shall be null and void and the Purchaser shall be entitled to a refund of the stallion fee if the stallion should die, become unfit for service, or be sold prior to servicing the mare in the present breeding season. A return season is not allowed and there will be no refund of the stallion fee under this contract if the stallion named in the contract should die, become unfit for service, or be sold.

9. Waiver of liability: It is understood that the breeding farm, its owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above names Mare Owner, whose horse(s) is (are) under the care of the Breeder, will not be liable or responsible for any damage, injury, or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of Burlington's Paint Horses, whether or not caused by his/her horse.

10. A breeder's certificate will be issued to the Mare Owner after ALL EXPENSES HAVE BEEN PAID IN FULL AND UPON NOTIFICATION OF THE BIRTH OF THE FOAL.

11. When the above named Mare Owner signs and returns one copy of this contract to the Breeder, it will be a binding contract, on both parties, subject to the terms and conditions.

Date \_\_\_\_\_

I accept the above agreement, X \_\_\_\_\_  
Mare Owner or Authorized Agent

Foaling date of mare \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Board per Day (Circle One)

\$6.00 Stall - dry mares

\$8.00 Stall - wet mares

Is the mare insured? Yes No

Company Name \_\_\_\_\_

Policy No. \_\_\_\_\_

Mare Owners Phone Numbers (Day) \_\_\_\_\_ (Night) \_\_\_\_\_

Emergency Phone Number \_\_\_\_\_

Mark & Allyson Burlington  
2536 Heine Road  
Chewelah, WA 99109  
509-935-8521 home  
509-936-2234 cell  
allyson@burlingtonspaints.com