

FIRST LOVE FARMS

Deborah & Joe Shahadey, owners
10032 US Hwy 150, West Terre Haute, IN 47885
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BREEDING CONTRACT (2010 Breeding Season)

This contract is an agreement between _____, hereinafter known as the "mare owner" and First Love Farms owned by Deborah & Joe Shahadey, hereinafter known as the "stallion breeder" for the APHA Stallion **Sonny Dee Summer, APHA #299,446** hereinafter known as the "stallion", to breed the following mare _____, breed _____, Reg # _____, hereinafter known as the "mare."

1. The breeding fee shall be \$ 500 payable as follows:
 - a. A **nonrefundable** booking fee of \$ 150 to accompany signed contract and a copy of the mare's papers and a picture of the mare. If photo is to be returned, please send a self-addressed, stamped envelope. ***This booking fee will be applied to the breeding fee.***
 - b. The balance of the breeding fee (\$350) will be paid in full before the mare leaves the stallion station. Mare owner may not remove mare from breeder's possession until all expenses are paid in full. Interest at the rate of one percent (1%) per month shall be charged on all balances unpaid and overdue for 30 days, and the customer hereby agrees to pay any amount due hereunder for more than 30 days after the billing date, First Love Farms owner may immediately accelerate all other amounts due under this contract upon written notice to the Mare Owner, and all amounts so accelerated shall be due immediately and payable. In addition, if the Mare Owner fails to pay any amount due hereunder for more than 30 days after the billing date, First Love Farms owner is not obliged to perform further under the contract until all past-due amounts have been paid current.
2. Breeder agrees to provide suitable facilities for the care and feeding of mare and/or foal while in her custody. Mare owner agrees to pay for the care and feeding at the rate of \$ 10.00 per day/dry or \$ 15.00 per day/wet.
3. Mares that are not halter broke or that have not had their rear shoes removed ***will not be accepted.***
4. The Mare Owner shall be responsible for providing the Breeder with the following test results performed by a licensed veterinarian. The Mare Owner will be responsible for paying for these tests.
 - a. A negative Coggins test (presented upon arrival) dated within six months.
 - b. A negative uterine culture performed within 30 days of mare's arrival (presented upon arrival).
 - c. A negative EVA test.
 - d. A Photocopy of both sides of mare's registration papers (mailed with booking fee).
 - e. Vaccinations for: Flu/Rhino/EWT/West Nile (presented upon arrival)

_____ Breeder's Initials

_____ Mare Owner's initials

- f. Ultrasound test performed by the 21st day after the last contact with the stallion and a pregnancy test (manual palpation or Ultrasound test) performed between 45-60 days gestation to certify that mare is "Safe in Foal." (forwarded within 30 days of each examination). ***Without these results, the Mare Owner will not be entitled to rebreeding privileges under the Live Foal Guarantee under # 5 below.***

Mare Owner agrees to give Breeder ample opportunity to settle mare, and Breeder agrees to diligently try to settle mare. However, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless.

5. This contract contains a "Live Foal Guarantee." A live foal is defined as a newborn foal which stands and nurses without assistance. If foal is born dead or dies within 72 hours of foaling, there are return privileges only if Breeder is notified within ten (10) days by veterinarian's statement confirming the death of the foal. ***This Live Foal Guarantee is expressly contingent upon the Mare Owner properly caring for the pregnant mare.*** Proper care shall include, but shall not necessarily be limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in the Mare Owner's geographical area and proper intervention during foaling if necessary.
6. It is agreed that should the mare miscarry, abort or prove barren after leaving the breeder's premises, Mare Owner has the privilege to return her for breeding during the current breeding season (March 1, 2010 – August 30, 2010) or during the same period the following year, 2011, for the booking cost and the current rate of board per day. This privilege will not extend to the year 2012.
7. If the mare is not covered, bred or delivers a foal within four (4) years, starting from January first (1) of the year the contract was signed, the contract will be null and void and no refunds, rebreedings, or fees will be returned/given to Mare Owner. The non refundable booking fee is recharged if this contract is carried into the third year.
8. Should the above named mare die or become unfit for service without producing a live foal the stud fee paid (less booking fee) will be refunded. At the discretion of the breeder, the mare owner may elect to substitute another mare to be bred, in which case the stud fee (including booking fee) will be credited to the new mare.
9. It is further agreed that should the above named stallion die, sold by owner, or become unfit for service, that the stud fee minus the booking fee will be refunded, thereby canceling this entire contract. If the mare dies, or becomes unfit to breed before being announced safe in foal, the Breeder will accept another mare, provided she meets the above-mentioned health requirements, according to paragraphs 3 and 4, as a replacement.
10. Both parties agree that the Breeder/farm and any person associated with Breeder/farm is not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal; and that the Mare Owner is not liable for death, sickness, and/or accident including consequential damages to the stallion. It shall be the Mare Owner's responsibility to maintain mortality insurance on mare and foal, if desired.
11. A breeder's certificate will be issued for the foal, conceived by this mating, when the stallion fee and all other expenses have been paid in full, and breeder's certificates are sent by APHA to Stallion Owner.
12. Should mare for any reason be left at the Breeder's facility for thirty days without the stud fee being paid, Breeder has the right to sell the mare to meet any and all expenses incurred by the mare in the breeding process. Any funds in excess of the expenses incurred by the mare and the Mare Owner shall be returned to the Mare Owner at his/her last known address.

_____ Breeder's Initials

_____ Mare Owner's initials

13. The mare owner agrees that this contract constitutes a lien upon the above named mare and her foal to secure payment of all charges. The mare owner is liable for reasonable legal fees and costs to collect overdue charges.
14. This contract is non-assignable and non-transferable. In the event that the mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid.
15. Additional conditions: _____
16. Brief description of mare: _____

17. Will the mare have a foal at her side during breeding/boarding? _____
 If yes, foal's registration # _____, breed _____,
 name _____, date of foaling _____,
 notes _____
18. When signed by the mare owner and First Love Farms this contract is binding on both parties under the laws of Indiana, County of Vigo, subject to the conditions stated therein. This contract cannot be assigned or transferred without written consent of First Love Farms. This contract represents the entire agreement between both parties. No other agreements or promises, verbal or implied, are involved unless specifically stated in this written contract. When Mare Owner and Breeder sign this contract, it will be binding on both parties, subject to the above terms and conditions.

Breeder's (or agent) Signature
Deborah Shahadey
First Love Farms
10032 US Hwy 150
West Terre Haute, IN 47885
deb@firstlovesfarms.com
www.firstlovesfarms.com

Mare Owner (or agent) Signature
Address: _____

Phone: _____
Email: _____

REPRODUCTIVE HISTORY QUESTIONNAIRE

Section 1

1. Mare Name _____
2. Year of Birth _____
3. Reproductive Status
 - a. _____ Maiden (never been bred)
 - b. _____ Open/Barren
 - c. _____ Foal at side
 - d. _____ In foal
 - e. _____ If in foal, last breeding date
 - f. _____ If in foal, date of expected foaling

If this mare is maiden, you do not need to complete Section 2 and should go on to Section 3.

Section 2

4. How many foals has this mare had? _____
5. If the mare is open, when was she last bred? _____
6. Has this mare ever been treated for a uterine infection? _____
If so, what type?
_____ Streptococcus
_____ E. Coli
_____ Klebsiella
_____ Pseudomonas
_____ Other
7. Has she had a uterine biopsy? _____ If so, please provide copies of biopsy reports.
8. Has the mare ever conceived twins? _____
9. Has the mare ever aborted a pregnancy? _____ If so, in what month of gestation? _____
10. Has this mare ever been diagnosed as or treated as progesterone deficient? _____
11. Does this mare readily show signs of estrus (tease) when she is "in heat"? _____
12. As far as you know, does this mare display normal 21 day estrous cycles? _____
13. Where was she last bred? _____ Contact person _____
_____ Phone number _____
14. Please advise us of any other pertinent information regarding your mare's reproductive history: _____

15. Please list the last vaccination date for your mare for the following vaccinations:
Influenza _____ Encephalitis _____
Rhinopneumonitis _____ Tetanus _____
Strangles _____
16. When was the last date your mare was wormed? _____ Which de-worming product was used? _____
17. Expected arrival date at First Love Farms: _____

Please complete as soon as possible and return it with your signed breeding contract, nonrefundable deposit, pictures, and registration papers. If you have any questions, please call or email us