



Return signed contract and appropriate fees to:

**Signature Equine
PO Box 192
Morris, OK 74445
641-740-2155**

ON FARM BREEDING CONTRACT, CLYDE'S GALLANT FOX

This JACK BREEDING CONTRACT for the breeding season of 2017, is made and entered into on _____ by and between Dan & Tabitha Holland, Signature Equine/Dwain & Samantha Francis herein after designated Breeder, and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg.No. _____, to the Mammoth Jack, Clyde's Gallant Fox, for the fee of \$650.00 for one mare/jennet, or \$1000 for two mares/jennets, for a live foal(s), subject to the following conditions:

The full breeding fee is payable upon execution of this contract. All other expenses, when mare/jennet is picked up or when Mare/jennet Owner is invoiced, whichever is first. Invoices are payable upon receipt. Mare/jennet Owner may not remove mare from Breeder's possession until all expenses are paid in full including veterinarian expenses.

Breeder agrees to provide suitable facilities for the care and feed of mare/jennet and/or foal while in his custody. Mare owner agrees to pay for care and feed at \$10 per day for dry mares and \$15 day for wet mares. Breeder will exercise judgement consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian and farrier expenses will be paid by Mare/Jennet Owner.

Mares/Jennets that are not halter broken or otherwise dangerous will not be accepted.

The mare/Jennet shall be in a healthy and sound breeding condition, free from infections contagious and transmissible diseases. A current negative Coggins Test, photo copy of registration papers (both sides), plus a health, worming and immunization record must accompany mare; if they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition.

Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare, including a minimum of 3 breeding cycles.

This Contract contains a 'Live Foal Guarantee'. A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead there are return privileges for the 2018 season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for rebreeding during the current breeding season, or the following year, 2018.

If the mare owner fails to rebreed the mare the following year, then any and all fees become forfeited, the right to rebreed is cancelled and the jack owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.

A 'Breeder's Certificate' will be issued for the foal conceived by this mating when jack fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands and nurses by this mating. Both parties agree that Signature Equine, the Breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the Breeder; and the Mare Owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion.

It is further agreed that should the Jack die, be sold by the owner, or become unfit for service, prior to settling the mare, that the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the Breeder has the option to either (a) accept another mare according to paragraphs 4 and 5 as a replacement or (b) refund the breeding fee, if it has been paid in full, thereby canceling this Contract.

This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes and full insurance on mare and foal (if desired).

Company _____ Policy Number _____

Telephone # _____

This contract is entered into in the State of Oklahoma and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Laws, then that clause shall be null and void.

Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach

This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written Contract. Additional conditions should be individually initialed by each party. If none, check box. [].

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Dan & Tabitha Holland
Signature Equine
PO Box 192
Morris, OK 74445
641-740-2155

Breeders (or authorized agent's) Signature _____ Date _____

Owner Name _____

Owner Address: _____

City _____ State _____ Zip _____

Phone Numbers _____

Breeders (or authorized agent's) Signature _____ Date _____

If multiple mares please provide description of additional mare on back.
Copies of registration papers if applicable and photos are appreciated.

Description of Mare/Jennet and foal if applicable:

Name: _____ Year Foaled _____

Color: _____ Breed/Registraion # _____

Foal Name _____ Sex _____

Color _____