



GENE PARKER FARMS, LLC

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2012

**Stallion Breeding Contract/
On Farm Contract**

On Farm Stallions:

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between _____, Agent or Mare Owner (herein referred to as "Mare Owner") and Gene Parker Farms, LLC (herein referred to as "Breeder"). Mare Owner agrees to breed the Mare registered as _____, Registration # _____ ("Mare") to the stallion _____, Registration # _____ ("Stallion") during the 2012 breeding season commencing February 1st, 2012 and ending on June 15, 2012. This Contract sets forth all rights and responsibilities of the individual parties.

1. A booking fee of \$500.00 is payable with this contract and the balance of \$_____ plus all unpaid expenses will be payable upon receipt of an invoice.
2. Mare Owner is responsible for all mare care expenses including but not limited to board, veterinarian services, farrier services. No mare will be permitted to leave the farm without these charges being paid in full. 18% interest will be charged on all accounts in excess of thirty days.
3. ALL ARRIVING MARES MUST HAVE A CURRENT HEALTH CERTIFICATE AND A CURRENT NEGATIVE COGGINS TEST. ALL MARES MUST BE CURRENT ON ALL VACCINATIONS. Said vaccinations shall have been administered a minimum 14 days prior to arrival and a maximum of 90 days for: Influenza (flu), Rhinoneumonitis (rhino), Tetanus, Eastern/Western Encephalomyelitis (EEE & WEE), Streptococcus Equi (strangles) and West Nile. These vaccinations must be shown on health certificate.
4. The Breeder agrees to diligently try to settle the above named mare. The Mare Owner also agrees that the Breeder may perform necessary procedures such as cultures, cytology with sensitivities, infusions, ect. to optimize the breeding results.
5. Live Foal Guarantee: Stallion Owner guarantees that a single live foal will result from the breeding privilege granted herein. The term "Live Foal" means that one foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. It is understood that if the Mare proves barren, aborts her foal, or if the foal is stillborn, a return breeding will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as:
 - a. A. Written certificate by a licensed veterinarian within 72 hours that the Mare absorbed, aborted, or produced a non-viable foal.
 - b. Mare Owner verifies in writing that such abortion or death did not result from any act or omission on the part of the Mare Owner.
6. Waiver of Liability: The Breeder and Mare Owner both agree to diligently try to settle the above named Mare by use of transported semen. If, however, the Mare does not settle, the Breeder shall be held blameless. Neither the Stallion Owner, Gene Parker Farms, LLC, nor their agents, employees, officers, directors, Veterinarians or guests shall not be liable and shall be released and held harmless from any and all claims, causes of actions, expenses and damages of any nature resulting from or relating to any escape, accident, injury, sickness, disability and/or death of mare and/or foal as well as any exercises of judgment by the released parties in connection with the custody and care of the mare and/or foal.
7. Substitutions: If the above named Mare dies or becomes unfit for service during the breeding season, the Mare Owner may substitute another mare that is agreed to by both the Mare Owner and the Breeder.
8. Cancellation of Contract: If the above named Stallion dies, is sold, or becomes unfit for service during the breeding season, this Contract shall become null and void. The Stallion Breeding Fee (less the Booking Fee), if paid in full, will be refunded to the Mare Owner ONLY if the above named Stallion dies AND the Mare proves barren or does not produce a live foal. **For no other reason than the Stallion dying will money be refunded.**
9. Litigation: Any litigation that may result from this Contract must take place in Robeson County, North Carolina only. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of North Carolina. All objections as to venue are waived.
10. Liquidated Damages: Should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$2500.00
11. Contract: 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 agreements must be individually initialed by the parties. When Mare Owner and Breeder sign this Contract, it will be binding on both parties, subject to the above terms and conditions.

AGREED TO AND ACCEPTED this _____ day of _____, 20____.

Mare Owner/Agent

Date

Breeder (Gene Parker Farms, LLC)

Date

BOARD PER DAY:
Pasture- \$13.00
Dry Mares- \$15.00
Wet Mares- \$17.00
Show Barn- \$20.00