

# JUST THE RIGHT HORSE

For your consideration.....

## Maxs Painted Playboy

### BREEDING CONTRACT

IN AGREEMENT BETWEEN THESE TWO PARTIES:

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_ 2010, between Bonnie Lorenzen, Stallion owner \_\_\_\_\_, hereinafter referred to as "Farm Owner Of Just The Right Horse American Saddlebred Farm, ADDRESS of- 8501 Reichs Ford Road, Frederick Md 21704 – PHONE # 301-662-3034.

#### 1. BREEDING FEE:

The undersigned, Owner ("Mare Owner") of the mare (Name) \_\_\_\_\_  
Registration# \_\_\_\_\_ Breed \_\_\_\_\_

Owner of Mare hereby agrees to breed to STALLION at our Farm - Just The Right Horse Paint Stallion ("Stallion"), Maxs Painted Playboy, APHA #908,198 standing at Just The Right Horse (hereafter "JTRH") and to pay a booking fee of \$250.00 and a breeding fee of \$550.00 covering the 2010 Breeding season, which are due and payable 15 days prior of shipped semen to your farm.

#### 2. FROZEN SEMEN SERVICES

In addition to the above stated fee, the Mare Owner shall pay a FEE of \$250.00 for Frozen Semen to be shipped from our Breeding Facility . Mare owner must contact breeding facility and make arrangements to have their semen shipped directly from Breeding Facility.

JTRH reserves the right to refuse acceptance of the Mare under this agreement, if in the event major medical problem arise or develop which, in the opinion of JTRH would preclude the breeding of said Mare, upon notification, this Contract shall terminate and the parties shall be relieved of any further obligation or liability hereunder, except Mare Owner's obligation to remove the Mare from JTRH or its custodian at Mare Owner's expense, at which time all outstanding bills and Mare Owner's obligations under termination, to substitute another Mare to complete the contract.

IT IS NOW THEREFORE AGREED between the parties as follows:

### BOOKING AND STALLION FEES

(A) Mare Owner agrees to pay a refundable booking fee of \$250.00 to reserve a breeding for the year 2010, which shall be credited against the Stallion Service Fee of \$550.00. Mare owner has been notified that Mare will be bred by Shipped Frozen Semen to be bred to Owner's Stallion. Payment of Stallion fee must be paid in full to farm owner in 15 days from the date of signed contract per Mare Owner as above-described.

(B) Mare Owner agrees to pay Breeding Facility – Harris Paints the sum of \$250.00 for Frozen Semen to your farm for the semen breeding.

### REBREEDING PRIVILEGE

JTRH anticipates a live foal from this mating. This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal which stands and nurses without assistance. A live foal is defined for the purpose hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion or should her foal be born dead, the Mare Owner is guaranteed a return privilege for the next season.

If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only if the notification procedures as set forth below are followed. The Farm guarantees a return breeding for the following breeding season for said mare or an approved substitute should a "live foal" as above-described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown.

This privilege shall not apply unless, JTRH is notified by registered or certified mail, return receipt requested in writing ninety-six (96) hours of delivery the aborting foals' death and a statement by licensed Veterinarian follows within (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

### CONTRACT NULLIFICATION:

It is understood that should the Stallion die or become unfit for service that the Mare does not produce a foal, this contract shall become null and void, in which case, Mare Owner has the right to transfer the breeding to another JTRH Stallion, or money paid as breeding fees only, shall be refunded. Furthermore, in the event the Stallion dies or becomes unfit for service, another Stallion from JTRH will be available.

In the event of the death of the above-named stallion, this contract shall become null and void. No money shall be refunded to mare owner except the booking fee if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above-described shall become null and void. Should the mare die subsequent to

payment of the booking fee but prior to breeding, only the booking fee will be refunded to Mare Owner. No other fees or charges are refundable except as described in this paragraph.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Maryland, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Farm Owner: \_\_\_\_\_

Signature

Address: \_\_\_\_\_

Mare Owner: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Signature

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**BOOKINGS FOR 2010:**

Please return the signed Contract to our Office with deposit of \$250.00. Balance will be due 30 days before arrival of Mare.

Please make check to:

Just The Right Horse  
8501 Reichs Ford Road  
Frederick Md 21704  
301-662-3034

BREEDING CENTER: For shipped semen to your farm, please contact:

Cindy & Tim Harris  
Harris Paints  
27720 Possum Hill Road  
Federalsburg MD 21632  
Phone: 410-754-9566

