

# Kansas State University Horse Unit 2009 On-Site Breeding Contract



This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and among \_\_\_\_\_, agent for the Kansas State University Horse Unit, hereinafter referred to as "Stallion Owner" and \_\_\_\_\_, hereinafter referred to as "Mare Owner". This contract sets forth the rights and responsibilities of both parties for the 2009 breeding season.

**1. Breeding Privilege.** The Mare Owner has engaged one service to **ZIPS WHITE CHIP, AQHA #3579640**, hereinafter referred to as "the Stallion", for the mare \_\_\_\_\_, Registration # \_\_\_\_\_, breed \_\_\_\_\_, hereinafter referred to as "the Mare", for the 2009 breeding season. The Mare will be: (check) \_\_\_\_\_ Wet \_\_\_\_\_ Dry or \_\_\_\_\_Maiden. The breeding season in force for this contract begins February 1 and ends July 1 for the year listed on this contract.

**2. Booking and Stallion Service Fees.** The Stallion service fee is \$750. Included within this fee is a non-refundable booking fee of \$100, payable with this contract, which will reserve a breeding to the Stallion for the 2009 breeding season. The balance of \$650 plus all unpaid expenses will be due upon receipt of an invoice and prior to the Mare leaving the KSU Horse Unit. A \$200.00 Discount will be given to the first 15 mares contracted before February 1<sup>st</sup> (precludes multiple mare discount). A Multiple Mare Discount of \$50 per each additional mare will be available after February 1<sup>st</sup>. Other Discounts given with approval of the Stallion Owner to proven and money earning mares. A \$ \_\_\_\_\_ discount applies to this breeding season for \_\_\_\_\_.

**3. Board Charges.** The following board options are available during the 2009 season. Fees are listed per day and are subject to change based on current feed prices. Please check desired option.

**Wet Mares:**

Shared Pasture - \$8.50  
Shared Pen - \$9.50  
Stall with turnout - \$12 (check on availability)  
Individual Pen - \$10

**Dry Mares:**

Shared Pasture - \$6  
Shared Pen - \$7  
Stall w/ turnout - \$10 (check on availability)  
Individual Pen - \$8.50

**4. Chute Fee.** A chute fee of \$150 will be charged to the Mare Owner by the Stallion Owner and will cover all sonograms, stallion collection expenses and insemination costs for two complete cycles. An additional \$100 will be charged for each subsequent cycle if the mare is not pregnant after two cycles. Costs for normal hormone use are covered by the chute fee. Drugs or hormones not covered by the chute fee will be billed separately after notification of their use has been given to the Mare Owner.

\_\_\_\_\_(Please Initial) I have read the 2009 Breeding Fees and Information sheet, and am aware of the charges for additional hormone or drug use not covered by the chute fee.

Mare owner has the option of using the reproductive services of the Kansas State University Veterinary Hospital instead of the KSU Horse Unit staff for all palpations/sonograms. Additional fees will be charged by the Veterinary hospital for their service. Call for current Vet. Med. charges. **Please initial** which option you would like for the above named Mare.

\_\_\_\_\_ Mare sonogrammed / bred by KSU Horse Unit staff. I understand that a veterinarian is not on sight.

\_\_\_\_\_ Mare sonogrammed by staff from the KSU Veterinary Hospital. I understand that in addition to the \$100 Chute fee, I will be billed the additional fees charged on a per-trip basis by the KSU Veterinary Hospital.

**5. Condition and Ownership.** Mare Owner represents and warrants that the Mare is in sound breeding condition and free from disease and infection. Mare Owner also warrants that the Mare is halter broke and not a danger to the staff of the Stallion Owner. Upon the Mare's arrival, a current negative Coggins test and a veterinarian's health certificate must accompany the Mare. A photostatic copy of the Mare's registration papers (both sides) should be submitted with this contract. The Mare Owner, whose signature appears below, further warrants that he/she is the owner or lessee of record of the Mare.

**6. Waiver of Liability.** The Stallion Owner agrees to diligently try to settle the Mare when present at the KSU Horse Unit. However, if the mare fails to settle, for any reason, the Stallion Owner shall be held blameless. It is further understood that the Stallion Owner, its employees, veterinarians, agents and guests shall not be liable for any injury, escape, sickness, disability, or death of any horse on its premises. The Mare Owner, whose horse(s) are under the care of the Stallion Owner will not be liable or responsible for any damage, injury, or death to the Owner's farm, stallions, employees, veterinarians, guests, or other animals in the care of the Stallion Owner. Insurance for the Mare and her offspring is the sole responsibility of the Mare Owner. Is the Mare insured? \_\_\_\_ Yes \_\_\_\_ No

**7. Live Foal Guarantee.** The Mare Owner is guaranteed one "live foal". "Live foal" means that the foal will stand and nurse without assistance. It is understood that if the Mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed the following year only, provided proper written notification is given to the Stallion Owner. Proper notification shall be defined as written certification by a licensed veterinarian within one (1) week of the date that the Mare aborted or produced a non-viable foal. The Mare Owner shall further certify that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the Mare's departure from the Stallion Owner. The Live Foal guarantee herein will be void and the Stallion Owner released from liability if:

- a. The Mare is sold by the Mare Owner prior to foaling, unless approved by the Stallion Owner.
- b. Booster rhinopneumonitis vaccinations, as indicated by the individual drug manufacturer, are not administered by the Mare Owner as the Mare progresses through her pregnancy.
- c. The Mare leaves the Stallion Owner's premises before being sonogrammed twenty-five (25) days safe in foal, and is not sonogrammed by either the Mare Owner's personal veterinarian or returned to the Stallion Owner within forty (40) days of ovulation for a follow-up sonogram.

**8. Breeders Certificate.** A breeder's certificate will be issued to the Mare Owner after all fees and expenses have been paid in full and upon notification of birth of a live foal.

**9. Substitution.** This contract is non-assignable and non-transferable. Should the above named Stallion die, be sold by the owner, or become unfit for service prior to settling the Mare, this contract will become null and void. Mare Owner has the option to breed the above named Mare to another stallion at the KSU Horse Unit that is agreed upon by both the Mare and Stallion Owner. If another stallion is not available, the stud fee (less the booking fee) will be refunded to the Mare Owner and the parties to this agreement will be released from any further rights, obligations, or liabilities hereunder. In the event the Mare fails to settle to the above named Stallion, the Mare Owner may substitute another mare agreed upon by the Stallion Owner for either the current breeding season, or the following season only.

**10. Binding and Entire Agreement.** When the above named Mare Owner signs and returns one copy of this contract to the Stallion Owner, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full and accompanied by the required documents and fee payment. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and Stallion and supersedes all other agreements or understandings between the parties, whether oral or written concerning the breeding of the Mare and Stallion. This contract is entered into in the State of Kansas, and will be interpreted and enforced under the laws of Kansas.

**I accept the above agreement.**

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Mare Owner's / Authorized Agent's Signature

Date

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Address

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Daytime Telephone

Evening Telephone

Emergency Telephone

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Stallion Owner Authorized Agent

Date

**Return to:** KSU Horse Unit  
218 Weber Hall  
Kansas State University  
Manhattan, KS 66506  
Telephone: (785) 537-0966  
Fax: (785) 532-7059

