

Mare Breeding Contract

John Swales Performance Horses

Ph: 403-931-0040 · Cell: 403-870-9551 · Fax: 403-931-0054

info@johnswales.com
djswales@xplornet.com

1. I hereby agree to breed my mare _____, Registration # _____ to the stallion, **Maximum Echo**, standing at John Swales Performance Horses training facility in the year _____, at the **Stallion Fee of \$1,200**, and I agree to pay John Swales **\$350 Farm Fee**, as well as additional mare care & board costs. Mare care, board and Farm Fee costs are NOT REFUNDABLE. Farm Fee and Stallion Fee (\$1550+GST) MUST BE PAID IN FULL prior to mare's departure. I will cover any costs of supplemental feeds required or veterinary fees incurred during mares stay.
2. Cooled shipped semen and artificial insemination (AI) available at additional costs. **Contact Moore & Co. reproductive center for current rates for shipped semen and AI costs. Farm Fee of \$350 remains** with both cooled shipped semen and AI options to cover hauling costs and time. **NO live coverage until stated otherwise.**
3. You agree to breed my mare up to and including July 1, unless otherwise arranged at the time of signing of this contract. I further agree to give you ample opportunity to settle her; however, if for any reason mare does not settle, I will hold you harmless.
4. It is further agreed that should **Maximum Echo** die or become unfit to breed, or if my mare should die or become unfit to breed, then this contract shall become null and void, and any money paid as part of the Stallion Fee shall be refunded to me (Again, mare care fees, board, farm fee & veterinary fees, etc. are NOT REFUNDABLE).
5. It is my understanding that Stallion Owner, or its Manager (John Swales) or any employee or family member of Manager or Owner will not be responsible for accident, sickness or death to my mare or foal, whether from fire, flood, theft, act of God or any other reason and that you will exercise your judgement in caring and supervising for them. I will likewise not be responsible for any disease, accident or injury to your stallions or mares for any reason. **In the event of any injury or death to my animal, I will look solely to my own insurance and in the event that anyone shall assess a cause of action against you on account of any injury or death to my horse, then in such event I agree to hold you harmless from any such cause of action including the cost of defending same.**
6. It is agreeable for your Veterinarian to check my mare for any reason regarding breeding and/or any other care deemed necessary at my expense. Any necessary examinations, palpations, uterine cultures, infection treatments, pregnancy checking or ultrasounds required after mare departs are the sole responsibility of mare owner. I agree it is my responsibility to prove mare is OR is not in foal.
7. Mares that are not halter broke will not be accepted. John Swales and/or Stallion Owner have the right to refuse to breed any mare for any reason.
8.
 - a. It is agreed that you guarantee a live foal to owner of the above named mare at the time of signing this contract and if my foal does not stand and suck, I will be entitled to a free breeding the following year to the same mare (unless mutually agreed). **This live foal guarantee only applies if I notify John Swales within one (1) week from death; this notice must be accompanied by a statement from a licensed Veterinarian.** There shall be no liability upon you on account of said guarantee except to grant to me a free breeding for 1 mare the following year. Said free breeding shall refer to the breeding fees only. The board, farm fee, mare care, and veterinary expenses will be charged as usual (Refer to point #1).
 - b. If the mare proves not to be in foal in the year bred, or loses her foal, as stated in (a) above, the stallion owner has the option to rebreed the same mare **the following year**. If mare is not rebred the following year or the mare owner fails to deliver her for breeding **the following year**, then this contract becomes null and void.
9. Live foal guarantee becomes null and void if mare is returned to training after pronounced in foal.

10. Negative coggins test will be required prior to mares' arrival if requested by John Swales.
11. Copy of mares' registration papers showing owner at time of breeding must accompany signed breeding contract.
- 12. Board costs at John Swales facilities: Wet mare: \$20, Dry mare: \$15. Reproduction Centers used for AI services will adhere to their independent board rates as invoiced to mare owner.**
13. Palpations and ultrasounds are the sole responsibility of the mare owner. Mares will be kept at facility for breeding purposes only, after which time; mare owner will have to take mare home. If rebreeding is required in the same breeding year the mare can return to facility multiple times during said breeding season.
14. I agree not to assign or transfer this contract without your prior consent.
15. All accounts are due in full at invoicing (the last day of each month) or when mare is released from facility, which ever comes first. Accounts not paid within 30 days will be charged a finance fee of 3% each billing cycle.
16. I agree that above mare is in good health and has not been exposed to any communicable diseases in her recent history.
17. John Swales and any employee or family member will NOT be responsible for any halters, blankets or other equipment left with mares.
- 18. NO MARE WILL BE BRED UNTIL MARE BREEDING CONTRACT IS SIGNED AND A COPY OF REGISTRATION PAPERS WITH CURRENT OWNERS NAMED IS RECEIVED BY JOHN SWALES. Contracts that are not filled out completely are invalid.**

Contract approved and agreed to by: _____ (Mare Owner's Signature)

Date: _____

Mare Owner:

Name: _____

Address: _____

Phone #: _____

Cooled Shipped Semen: yes / no

Artificial Insemination: yes / no

Stallion Owner or Manager:

Approved by: _____ Date: _____