

Klamath Cascade Land & Livestock, LLC

Dan & Sydney Kurtz
9390 Hwy 140 E.
Klamath Falls, OR 97603
541 273-0760

2017 Stallion Breeding Contract

Mare Owner's Name: _____ (as appears on registration papers)

Address _____ City _____ State _____ Zip _____

Home Phone _____ Business/Cell _____ Fax _____

Mares Name _____ Registration # _____ Year Foaled _____

Stallion breeding to: **Haidas Dancin Dipity (AQHA reg. # 4534933)**

Introductory breeding fee for 2017 is \$500.00 payable to Dan or Sydney Kurtz.

TERMS AND CONDITIONS OF BREEDING CONTRACT

This agreement is made between Klamath Cascade Land & Livestock (hereinafter referred to as the stallion owner) and the owner of the mare described above and is subject to the following terms and conditions.

1. The \$500.00 breeding fee shall be paid prior to the breeding of the mare.
2. Mare owner is responsible for collection fee of \$200 per collection in addition to all other mare related expenses incurred at Goodell Veterinary Clinic.
3. A breeders certificate will not be issued until all fees are paid and the stallion owner has been notified of a live foal. Only "one" breeders certificate will be issued per paid breeding fee.
4. Stallion owner guarantees a live foal from this breeding. A live foal is describes as a new born foal which stands and nurses without assistance. This guarantee allows the mare owner to rebreed the mare the following breeding season only. For this guarantee to be in effect the mare owner must notify the stallion owner within 72 hours after the time the mare did not produce a live foal, or foal dies, and supplies stallion owner with a licensed veterinarian's statement substantiating same within 10 days of initial notification.
5. If the mare owner fails to inform the stallion owner for a rebreed the year immediately following, then any and all fees paid shall be forfeited, the right to rebreed is cancelled, and this contract shall be null and void.
6. Mare owner agrees to have the mare ultrasounded 14-17 days after the last date of insemination and notify the stallion owner of pregnancy status.
7. Mare owner may not assign this breeding contract to, or substitute any other mare under this agreement without prior written consent of the stallion owner.

8. It is understood that if the stallion dies, or becomes unfit for service prior to the mare being pronounced in foal to him, this contract shall become null and void and the breeding fee returned to the mare owner.

9. Mare owner agrees to hold stallion owner not responsible for any accident, injury, or illness, regardless of reason, to the mare in transit to, or at the breeding clinic.

10. By signing this contract, mare owner certifies that he/she is sole owner of the above stated mare, or has authority to enter into this contract on behalf of the owner.

11. The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Oregon and shall be construed and enforced under the laws of the state of Oregon. Any legal actions arising out of this contract shall take place in the courts of Klamath County, Oregon. It is also understood that under Oregon law an equine professional is not liable for an injury or death of a participant in equine activities resulting from inherent risks of equine activities.

A PHOTO COPY OF THE REGISTRATION PAPERS (BOTH SIDES) OF MARE MUST ACCOMPANY CONTRACT. OWNER RECORDED ON REGISTRATION CERTIFICATE WILL BE RECORDED ON THE BREEDING REPORT.

Mare Owner _____ Date _____

Stallion Owner _____ Date _____