



B & W RANCH
8475 Knox Rd
Clarkston, MI 48348

Breeding Contract

This Contract made by and between B & W Ranch and _____
("Mare Owner")

Address _____

Phone _____ Email _____

For breeding to A Dash of Color, AQHA reg. # 4662383, APHA reg. # 892,662 ("Stallion")

For the 2011 Breeding Season, subject to the following terms and conditions:

1. THE MARE. The Mare to be bred is _____ bred _____
foaled _____. Reg. # _____ Color: _____
Sire: _____ Dam: _____ by _____

THE MARE OWNER MAY NOT SUBSTITUTE ANOTHER MARE FOR BREEDING WITHOUT PRIOR WRITTEN CONSENT OF B & W RANCH. EMBRYO TRANSPLANTS ARE PROHIBITED WITHOUT WRITTEN PERMISSION OF B & W RANCH.

2. FEES. The Mare Owner agrees to pay the following:

- A. A non-refundable 2011 booking fee of \$250.00 is due at the signing and returned of this contract.
- B. A non-refundable Stallion breeding fee of \$500.00 is payable to B & W Ranch upon arrival of mare or prior to first request for shipped semen.
- C. Refundable cooled semen container deposit of \$50.00.
Or frozen semen container deposit of (please call for price)
- D. Shipping Fees – The first shipment of semen will be provided by B & W Ranch.
Each additional shipment requested (including return) by Federal Express will be the Mare Owner's responsibility.
- E. Each additional request for semen shipments will be \$100.00.
- F. Mare care for 2011 at the farm is \$15.00 a day for wet, \$12.00 for dry.

ALL FEES & COSTS MUST BE PAID BEFORE SEMEN IS SHIPPED

- 3. CONTRACT APPROVAL.** The Mare Owner shall return a copy of Mare's papers with this contract. This contract is subject to acceptance of the Mare by B & W Ranch, at its sole option, B & W Ranch shall return the booking fee to the Mare Owner, and the contract shall be void.
- 4. RESERVATION FOR SEMEN.** B & W Ranch's receipt of the above Stallion Breeding Fee confirms the Mare's reservation to be bred to the stallion for the 2011 breeding season.
- 5. RETURN OF SERVICE.** The Mare Owner shall have the right of return to the above Stallion in the following breeding season only under the following circumstances:
- A. The Mare does not settle during the 2011 breeding season, she is eligible to return of service to the Stallion if the Mare Owner submits a veterinarian certificate to that effect. The Mare Owner recognizes B & W Ranch's right to require a negative intrauterine culture prior to the Mare's next artificial insemination.
 - B. All rights of return to the Stallion are subject to prepayment of cost set forth in 2 above.
- 6. REFUND OF FEES.** This contract shall be null and void and the Mare Owner shall be entitled to a refund on any amount paid hereunder if the Stallion should die, or become unfit for service prior to servicing the Mare in the 2011 breeding season. The Mare Owner shall not be entitled to any refund if the Stallion should die, or become unfit for service in any subsequent breeding season.
- 7. WARRANTY.** B & W Ranch is not responsible for loss, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. **ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.**
- 8. LIABILITY.** The Mare Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold B & W Ranch or any person associated with B & W Ranch, harmless for any and all damages associated therewith.
- 9. NON-ASSIGNMENT.** This contract cannot be assigned or transferred by Mare Owner, unless approved by B & W Ranch.
- 10. GUARANTEE.** B&W Ranch is guaranteeing a live healthy foal. If the foal is not structurally sound, B & W may offer a rebreeding at their discretion.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

B & W RANCH, By _____ Date _____

Mare Owner _____ Date _____