

2012 BREEDING CONTRACT

This agreement, made and entered into this _____ day of _____, 20____, is between Pat Kultgen. and

Name Address City/State/Zip

Telephone Numbers: _____

Hereinafter known as "Mare Owner".

Agrees to breed the mare _____, Reg. No. _____

Color:_____ Breed:_____

to *Pecan Creek's Standing Ovation, during the 2012 breeding season, using live cover. Mare owner will pay a stallion service fee of \$350, which includes the booking fee of \$100. The booking fee is payable with this contract. **The booking fee is non refundable will not be applied to a breeding during subsequent seasons.**

This agreement is subject to the following conditions:

The breeding season shall commence on February 1 and continue to August 1. (Special circumstances may extend the breeding season.

The mare must be healthy and in sound breeding condition. A copy of the mare's registration papers (if applicable) must be included with this contract.

This contract provides for a return breeding for the following season (fee \$200), for said mare (or agreed upon substitute) that fails to produce a live foal. "Live foal" is defined as one that stands and nurses. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return season will be guaranteed for the following 2 seasons only, for a total of 3 consecutive breeding seasons, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. This contract is good for one live foal within 3 consecutive breeding seasons and a breeder's certificate for that one foal.

The live foal guarantee mentioned in the paragraph above is expressly contingent upon the mare owner properly caring for the pregnant mare. Proper care shall include, but shall not necessarily be limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in the mare owners geographical area, and proper intervention during foaling if necessary.

A breeding certificate for registration in the with the Welsh Pony & Cob Society of America shall be provided to the mare owner upon request after the birth of the foal.

Pat Kultgen (Windstar Farm) shall not be responsible for any sickness, disease or injury, or death which may come to the mare as a result of breeding.

When the mare owner signs and returns this contract, it becomes a binding contract on both parties, subject to the above terms and conditions. This contract is not transferable or assignable without written permission. The mare owner irrevocably agrees that his/her sole recourse against Pat Kultgen (Windstar Farm) with respect to the performance or non-performance of this contract is return of the stallion service fee, less the booking fee. Stallion services fees are not refunded unless the stallion dies or becomes unfit for service. In that eventuality, the mare owner will receive a refund of the service fee,

The terms of this contract shall be governed by the laws of the State of Texas. Faxed copies shall be treated as originals.

Stallion Owner

Signature

Pat Kultgen
Windstar Farm
115 Brandy Hill
Lorena, TX 76655

Phone: 254.744.8393

E-mail: windstarpk@aol.com

Mare Owner

Signature

print name

Address

City/State/Zip

Phone

E-mail address

