

Latte Farms

PO Box 806
Santa Margarita, Ca 93453
805-448-8710

LATTE FARM'S STALLION BREEDING CONTRACT

Please fill out the following information:

Stallion's Name: First Class Chippewa is to service the mare outlined below :

Mares Registered Name: _____

Mare's Nickname: _____

Breed: _____

Registry: _____ and Reg. #: _____

Sire: _____

Dam: _____

Date of Birth: _____

Color: _____

Markings: _____

Accompanied foal name _____

Foaling date _____

Sex of foal _____

Owner: _____

Day Phone: _____ Evening phone _____

Address: _____

City: _____

Province/State: _____

Zip: _____

E-Mail: _____

Please list all vaccination in last 12 months, including medical history, preferred veterinarian, and other information we need to know:

This agreement, including the shipped semen contract if applicable, is made on _____ (date) between Latte Farms, herein referred to as Stallion Owner and _____, herein referred to as Mare Owner. The mare described above is to be bred to the stallion _____ First Class Chippewa _____ starting in the 2009 breeding season. Both above stated parties agree to the following:

1. Latte Farms receipt of this stallion breeding contract confirms the mares reservation to be bred for the season to the above stated stallion for the breeding season of year 2009. The breeding season is defined as February 15 to August 1, 2009. The mare owner shall return a copy of mare's registration papers with this contract. Possible considerations for August breedings and later.
2. Mare owner agrees to pay the stallion breeding fee of _____ to Latte Farms for the breeding to the stallion _____ First Class Chippewa _____. Included in this breeding fee is a non-refundable booking fee of \$ _____ \$100 _____. A payment of \$ _____ is due before the first provision of on-farm service or upon presentation of the mare at Latte Farms and is deductible from the stallion breeding fee. Any balance plus all unpaid expenses will be payable upon receipt of an invoice or when the mare leaves the farm, whichever is first. The mare (and foal, if applicable) shall be released only upon payment in full of all outstanding invoices, including those from the attending veterinarian. The stallion fee is considered due upon signature of this contract and is non-refundable after the first provision of stallion service.
3. The mare owner agrees to provide Latte Farms with a healthy mare in sound breeding condition and free from infection. Latte Farms may require a recent negative uterine culture before breeding the mare. This is to the benefit of both the mare owner and stallion owner. Any mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred. Mare owner may substitute another mare within the same breeding season or the following breeding season.
4. The mare owner agrees to pay \$8.50 a day for mare care, and \$10.50 a day for mare and foal care.
5. The stallion owner agrees to diligently settle the mare and the mare owner agrees to give the stallion owner sole discretion of determining the best method of breeding such mare. The mare owner agrees to give the stallion owner ample opportunity to settle the mare. If, however, the mare does not settle, the mare owner will hold the stallion owner harmless. Also, the stallion owner reserves the right to not breed a mare if the stallion owner finds the mare unsound for breeding or dangerous to breed.
6. In case of an emergency, mare owner grants permission to the stallion owner (or their acting agent) to call a veterinarian of Latte Farm's choice, if mare owner's desired veterinarian is unavailable. All veterinarian expenses incurred by the mare and/or foal are the responsibility of the mare owner. The mare owner agrees to pay all veterinarian expenses to Latte Farms in connection with the mare and/or foal before leaving Latte Farms. A bill from the veterinarian will be provided.

7. This contract is good for one live foal within 2 consecutive breeding seasons and a breeder's certificate for that one foal. If the foal fails to live up to fifteen days, or the mare aborts, a death certificate is required from a veterinarian and needs to be presented within 10 days after the foal's death to the stallion owner to entitle the mare owner for a rebreed. The mare owner agrees to contact the stallion owner immediately upon death or suspected miscarriage. In this case, no booking fee will be due and the mare is entitled for a rebreed during the next breeding season. However, a chute fee or an additional collection fee may apply if the stallion is standing at another facility (highly unlikely). If the same mare is unavailable the mare owner may use another mare of their choice. If Latte Farms no longer offers this contracted stallion, the mare owner may choose a different stallion offered by Latte Farms. If the mare owner's mare does not produce a foal within two years of this contract, this contract is considered null and no rebreeds or refunds will be available (stallion owner may make special considerations). A breeder's certificate will be issued to the mare owner after all expenses have been paid in full and upon notification of birth of the foal.

8. This contract is between Latte Farms and the mare owner only. This contract cannot be sold or transferred.

9. Waiver of liability: It is understood that care will be taken for both the mare and foal presented to Latte Farms to prevent accident, sickness, or death and that the mare owner will not hold Latte Farms responsible if any such occurrence(s) should arise. It is understood that Latte Farms, its owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of the mare owner's mare and / or foal on its premises. In turn, the above named Mare Owner, whose horse(s) are under the care of Latte Farms will not be liable or responsible for any damage, injury, or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of Latte Farms.

10. The stallion owner will have a necessary lien until paid for all fees, charges, and expenses that are incurred while the mare and/or foal are under the stallion owner's care. Mare owner shall be responsible for all attorney/court fees incurred by the stallion owner while attempting to gain payment. The laws of the State of California govern this contract. All accounts are due and payable in San Luis Obispo County, California.

11. Please have your mare pregnancy checked at 14-19 days to determine pregnancy and the possibility of twins and then again at your veterinarian's recommendation within 60 days of the last breeding date and notify the Stallion Owner if the mare is still open. Also, it is the responsibility of the mare owner to administer an Equine Rhinopneumonitis vaccine at 5, 7, 9 months of the mares gestation.

12. **The Mare owner agrees to provide a mare with her rear shoes removed**, otherwise, the mare owner agrees to pay the stallion owner's farrier to remove the shoes. The mare owner understands his/her mare will not be bred until the shoes are removed or equipment such as easy boots are supplied to cover the rear shoes.

13. When the named mare owner signs and returns this contract to the breeder and the stallion owner signs the contract, the contract 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.

14. Color Guarantee: Latte Farms guarantees First Class Chippewa will produce a palomino or buckskin based foal when crossed on genetically true sorrel, chestnut, bay, or black mares. Shades of palomino or buckskin can vary. We guarantee Chippewa's genotype is 'ee, AA, Cr+ Cr+' resulting in: 1) 100% palomino foals from sorrel or chestnut mares and 2) no black foals when crossed on all other colors and 3) either a buckskin or palomino foal from genetically true bay or black mares. Gray mares may produce foals that may eventually turn gray and, therefore, no color guarantees can be made on these mare's foals, although, the foal's birth and/or base color will be a palomino or buckskin color provided her birth color was a genetically true red, bay or black. For all other colored mares we guarantee Chip will pass on the cream gene responsible for diluting your foal's coat. Please ask us for details on the specific color possibilities of your mare's foal coat outcome. Money back guarantee if your foal's coat tests differently at UC Davis than our guarantee!

Mare owner or authorized agent: _____ Date _____

Please print above signer's name: _____

Stallion Owner or Authorized agent: _____ Date _____

Please print above signer's name: _____