



VISITING MARE BREEDING CONTRACT

EL CAMINO RANCH

Date: _____ Stallion: _____ Reg # _____

Mare _____ Reg # _____

This contract is between William J. And LaVesta Locklin DBA El Camino Ranch, 11363 Walnut Road, Redlands, California, 92374, and _____, owner of above mare, whose address

is: _____; and

Phone # is _____; and e-mail address

is: _____. It is understood and agreed that the owner wishes this mare to be bred by Artificial Insemination (AI) to the above stallion, and the mare owner and El Camino agree to the following:

1. SERVICES

- a. The breeding season shall be from February 1 to July 15 of the year above.
- b. The stallion shall be standing at stud at El Camino Ranch.
- c. EC guarantees that the above stallion is registered with Arabian Horse Association.
- d. EC reserves the right to refuse service to any mare in the event that breeding details cannot be arranged, or coordinated with EC.
- e. EC will accept mare for breeding only after receiving partial payment for the AI Breeding.
- f. EC is responsible for signing off a registration application and for completing the Stallion Report for the year mare is bred, and filing with the correct registry.
- g. EC is responsible for the care & breeding technique used with the mare, and will provide safe & reasonable care to mare owner's horse.

2. BREEDING FEES & RULES

- a. One half of the total breeding fee of _____ will be paid when mare arrives at El Camino Ranch for breeding.
- b. Remainder of breeding fee will be paid prior to sign off on Registration application.
- c. A credit card number will be given to EC to pay for any vet services incurred.

- d. Mare must be blood typed with the appropriate registry. If not previously done, EC will do this, and bill mare owner.
- e. Mare owner will furnish to EC a copy of the mare's registration prior to breeding, and the name and phone # to reach Owner of mare in event of emergency.
- g. Mare owner will leave mare at ECR for 20 days or more until mare is checked in foal by the vet and an ultrasound is done.
- h. Mare owner may contact Breeding Manager at any time re: mare & the breeding..

3. LIABILITY

- a. Mare owner agrees to hold EC and any of its agents and employees harmless from any and all liabilities resulting in disease, illness, injury, or death of the above mare, due to complications resulting from the AI Breeding or from any procedure associated with the AI Breeding of this contract.
- b. Mare owner agrees that any misrepresentation of said mare shall result in the cancellation of this contract with non-refundable fees, and mare owner shall be liable for any costs resulting from the AI breeding under this contract.

4. REBREEDING AND GUARANTEES

a. Any mare checked “not in foal” at designated pregnancy check will be rebred the same season or transfer breeding to the next season.

b. If the mare is given Rhinopneumonitis vaccination series on the 5th, 7th, and 9th months of pregnancy, the breeding is guaranteed to produce a live foal. A live foal is defined as one that stands & nurses without assistance and lives at least 72 hours. Abortion, or death of a foal prior to this 72 hour time period must be certified in writing by a veterinarian within one month.

c. In the event a live foal does not result from this breeding, fees will not be refunded. However, this mare, or a substitute mare may be rebred during the following season, by AI, TS, or live cover. A \$300 Rebreed fee will be charged and same breeding rules apply.

d. If owner fails to request rebreeding in the next season, all fees paid become non-refundable, and breeding privilege will be cancelled, with live foal guarantee becoming null and void.

e. No Live Foal Guarantee will accompany mare in foal at the time the named stallion dies or is declared unable to breed by a veterinarian. The owner will be offered the option in the next breeding season of breeding a mare to another EC stallion. If no other stallions are available, EC agrees to refund unused portion of breeding fee.

5. RULES AND LIMITATIONS

a. This contract does not establish a partnership or joint venture between mare owner and EC. EC is acting solely on behalf of itself individually and not as agent, employee, or general partner of mare owner in this contract.

b. This contract is given by and shall be construed under the Law of the state of California, USA.

c. In the event of a dispute which relates in any way to this contract, jurisdiction and

venue shall be exclusively in San Bernardino County, California.

d. This contract shall, in all respects, bind and inure to the heirs, executors, administrators, successors, and assigns of the party.

e. Mare owner may not assign any rights or delegate any duties under this contract without the written consent of EC.

f. All understandings and agreements heretofore had between mare owner and EC are merged in this contract, which alone fully and completely expresses their agreement.

g. The spirit of this contract is to get said mare in foal by this stallion. By affixing their signatures below, all parties to this contract promise their wholehearted support to this end.

IN WITNESS THEREOF the undersigned have executed this agreement effective as of the date and year below.

Mare Owner

Date

Stallion Owner, or El Camino Agent