



CLINT MILAN & MARIAN MILAN

9050FM 2004

SANTA FE, TEXAS 77510

PHONE: (409) 692-1998

This "Breeding Contract" for the breeding season of 201__, is made and entered into on this ____ day of _____ by and between Clint Milan and Marian Milan, hereinafter referred to as "Stallion Owner" and _____, hereinafter designated Mare Owner.

The Mare Owner agrees to breed the mare

Reg. # _____ to the stallion **SIR COOL LAYNE** Reg. # **4209407** subject to the following:

1. The Stud Fee shall be **\$750.00** of which **\$250.00** will be considered as a non-refundable booking fee. The stud fee and collection fee is to be paid in full before semen is shipped/or mare being bred on premises.
2. All previous debts to Robert/Shayla Sullivan, Sarah Cooksey and/or Clint Milan/Marian Milan must be paid in full before mare is bred unless otherwise agreed.
3. Mares HYPP status _____
4. The Stallion manager will make all reasonable attempts to ship the semen timely, and requires a 24 hour notice prior to collection. At this time there is no Sunday carrier pick-up.
5. The stallion manager/owner assumes responsibility only to deliver live semen in viable condition at the time of delivery to the mare owner.
6. A collection fee of \$250 will be charged each time the semen is shipped.
7. The mare owner is responsible for all shipment fees, including return of the Equitainer. Equitainer must be insured for \$300.00 and returned Fed-Ex Standard Overnight.
8. A refundable Equitainer deposit in the amount of \$300.00 or a payment in the amount of \$40.00 for the purchase of a disposable shipping container must be prepaid prior to any shipment.
9. *Mare owner must obtain their own Fed-Ex account number, unless otherwise agreed. Call 1-800-Go Fed Ex. If Mare owner cannot obtain Fed-Ex account number please include \$300.00 deposit for shipping cost.
10. The Equitainer must be returned within 24 hours after the last insemination via Fed-Ex priority overnight. The stallion manager should receive the returned Equitainer no later than 5 days from the original shipment.

A \$25.00 late fee will be assessed for each day the container is late (excluding the first Sunday) and will be deducted from the Equitainer deposit. It is recommended that you insure the Equitainer as you will be charged for any missing or damaged containers (see #6).
11. If more than one shipment is required to settle the mare, the mare owner is responsible for all charges except additional stud fees.
12. The stallion owner guarantees a live foal from this breeding. Live foal shall be defined as a foal that stands and nurses without assistance. Should the foal not stand, and nurse, the mare owner agrees to notify the stallion owner within one week of foaling date/ miscarriage and furnish a statement from a Licensed Veterinarian. The mare owner will be entitled to return the same mare for a re-breed for the next breeding season (2011). If the mare is unsound for breeding, the mare owner may substitute another mare of equal credentials (stallion owners discretion) if the breeding was free to the mare owner; if the breeding was a paid breeding then any other mare

may be substituted. The return privileges are conditioned upon mare owner's payment of the then current fees and charges, except stud fee, and upon the stallion being alive, fit to breed and owned by the stallion owner. If the stallion dies or becomes unfit for service, then this contract shall become null and void.

- 13. The stallion owner or manager of the stallion agrees to diligently try to settle said mare up to and including July 1. Mare owner agrees to give stallion owner or manager ample opportunity to settle her, having bred her through at least three heat periods, or being certified in foal by a veterinarian. If, however, for any reason she does not settle, mare owner will hold stallion owner or manager harmless.
- 14. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when the stud fee and all other expenses have been paid in full and when the mare has produced a live foal from this mating.
- 15. The mare owner assumes all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether said by death, disease, injury, infection or otherwise and by any cause whatsoever, and therefore agree to hold stallion manager/ owner harmless for any and all damages associated therewith.
- 16. The mare owner shall supply a copy of the mare registration showing current ownership at the time of signing this contract.
- 17. This contract is non-assignable and non-transferable.
- 18. This contract is entered into in the State of Texas and will be interpreted and enforced under the laws of that state. Should either party breach this contract, the breaching party shall pay for the other's court cost

and reasonable attorney fees related to such breach.

- 19. This contract represents the entire agreement between parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Additional conditions should be written on this contract and be individually initialed by each party. If none, initial here.
_____.
- 20. When Mare Owner and Stallion Owner sign this contract, it will be binding on both parties, subject to the above terms and conditions
- 21. Stud fees paid to Clint or Marian Milan (stallion owners).Collection and container fees to be paid to Shayla Sullivan (stallion manager).

X _____
Stallion Owner's (authorized agent) Signature and Date

Stallion Owners Address

9050 FM 2004
Santa Fe TX 77510

Phone Number:
Clint Cell: (281) 779-1048
Marian Cell: (409) 692-1998

X _____
Mare Owner's (authorized agent) Signature and Date

Mare Owner's Address

Phone Number:
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