

CONGRESSIONAL FARM

BREEDING CONTRACT

1. This Contract is made this _____ day of _____ 20____, by and between Congressional Farm Arabians (Blinn A. Salisbury III), the Stallion Owner, and _____ (Client).

Address: _____

Telephone: _____

2. Name of Mare: _____ Registration# _____

Sire: _____ Dam: _____

Recorded Owner of the Mare: _____

3. Ownership. Client mark one; () owns 100% of the Mare; () leases the Mare from:

Name	Address	Zip	Phone
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Client represents and warrants that Client is authorized to bind each owner of the Mare to this Contract as if each such owner was the Client hereunder and Client acknowledges and agrees that the liability of each owner of the Mare under this Contract shall be joint and several.

4. In consideration of the Stud Fee of \$_____ the Stallion Owner agrees to breed the Stallion _____ Registration # _____ to the above named Mare during the 20____ breeding season. The Stud Fee is payable as follows:

A. Booking Fee: An irrevocable and non-refundable Booking Fee of \$_____ shall be payable to the Stallion Owners by the Client upon execution of this Contract.

B. Service Fee: (Stud Fee less Booking Fee) The Service Fee of \$_____ shall be paid prior to shipment of semen or the Mare being bred.

5. This Contract is non-transferable. This Contract cannot be sold to another party nor be used on any mare other than named on this Contract without written permission from the Stallion Owners.
6. The Stallion Owners or their Agents reserve the right to refuse any Mare for any Reason.

7. Live Foal Guarantee: If the Mare does not conceive, or fails to deliver a Live Foal, the Client has the right to rebreed the Mare next breeding season, provided: (1) The stallion Owners are given written notice of such event within thirty (30) days following the date of foaling or abortion, such notice to be substantiated by a veterinarian's report in writing. (2) The failure of the Mare to produce a Live Foal was not caused or contributed to by any act or omission of the Client or any other person or entity. A Live Foal is defined as one which stands and nurses without assistance and survives seventy-two (72) hours.
8. In the event that the Stallion dies or becomes subject to an illness which precludes breeding, the Client may elect to terminate this Contract in which case the Stallion owners shall refund the Service Fee; (Booking Fee is non-refundable). If such an election to terminate this Contract is made in respect to a rebreeding, the Client's refund shall be limited to 50% of the Service Fee.
9. The Client understands that the Stallion will be standing at Congressional Farm Arabians for the 20__ breeding season and that any fees associated with, but not limited to, the collection and transportation of semen are the sole responsibility of the Client. The Client agrees to be bound to the standard breeding costs wherever the Stallion is standing for the breeding season.
10. This Contract contains the entire understanding of the parties concerning the subject Matter and supersedes any prior or contemporaneous agreement between the parties. This Contract may only be modified or amended in writing stating that it is a modification or amendment of this Contract and signed by the Client and the Stallion Owner. This Contract shall be construed and governed by the laws of the State of Maryland.

CLIENT

DATE

STALLION OWNER

DATE