



## Stand and Deliver Farm

1275 Summit Dr.

Calistoga, CA 94515

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### Breeding Contract for Jack of Hearts (RIDSH) 2012

- Breeding Fee \$1250
- Non-Refundable Booking Fee of \$500 due on signing of this contract.
- Service Fee of \$750 due when mare is declared in foal by attending veterinarian, or when mare leaves breeding farm, whichever comes first. All checks must be made payable to: **Claudia Colo**, the stallion owner.
- Shipped semen: \$200 collection fee for each collection required. 48 hour notice must be given to the breeding farm prior to shipment of semen. Semen shipments will be made Monday, Wednesday or Fridays. A refundable \$300 container deposit is due before shipping of semen. All Fed-X fees will be deducted from the container deposit fee.

Mare Owner\*: \_\_\_\_\_

Address\*: \_\_\_\_\_

City/State/Zip\*: \_\_\_\_\_

Phone\*: \_\_\_\_\_ Email: \_\_\_\_\_

Mare's Name\*: \_\_\_\_\_ Registration #\*: \_\_\_\_\_

Color of Mare\*: \_\_\_\_\_ Height of Mare\*: \_\_\_\_\_

Sire of Mare\*: \_\_\_\_\_ Dam of Mare\*: \_\_\_\_\_

Insurer and Policy #: \_\_\_\_\_

Insurance Value: \_\_\_\_\_ Insurance Contact: \_\_\_\_\_

**\* Indicates REQUIRED information**

This mare is booked specifically by name. The booking is valid to the mare named and may not be transferred without consent of the Stallion Owner. Mare owner hereby releases the Stallion Owner, Stand and Deliver Farm and their agents and employees from any liability based on breach of warranty and for all ordinary negligence, active or passive, for sickness, disease, accident or injury or loss of the mare or any foal.

All transportation, veterinary, farrier, and boarding fees, etc. will be billed directly to the owner of the mare and are to be paid monthly. The Stallion Owner and/or Stand and Deliver Farm shall have a general lien, pursuant to the terms of California Civil Code, Section 3080 et seq. (hereinafter "Code"), upon the mare and/or equipment for all charges resulting from this contract. Such lien is to secure the payment and the performance of all obligations of the Mare Owner under this contract. If any payment owed remains unpaid for a period of sixty days after it becomes due, the Stallion Owner and/or Stand and Deliver Farm may exercise their rights as set forth in the Code. If the proceeds of any sale held pursuant to the exercise of such rights are insufficient to pay both the expenses of the sale and the mare Owner's indebtedness to the Stallion Owner and/or Stand and Deliver Farm, and their agents, the Mare Owner shall remain liable to the Stallion Owner and/or Stand and Deliver Farm for payment of the difference. All accounts: board, farrier, veterinary and breeding fees must be settled before the mare is removed from the breeding farm.

A live foal is a foal that is able to stand and suckle. If the mare fails to produce a live foal, the mare may be returned and bred back in the following breeding season. Requests for re-breeding must be accompanied by a veterinarian's certificate stating specifically that the mare has: (a) been pronounced barren after leaving the breeding farm; (b) slipped the foal; or (c) given birth to a dead foal, in which case a veterinarian's certificate must be presented to the Stallion Owner no later than 30 days after foaling. Except for re-breeding, the Stallion Owner shall not be liable to the Mare Owner or any other person for the failure of the mare to be bred or to produce a live foal for any reason whatsoever.

The Stallion Owner and Stand and Deliver Farm reserve the right to test visiting mares for disease or infection at the expenses of the Mare Owner and to reject any mare not in good physical condition. Should the Stallion Owner determine that the stallion is not in a fit condition to breed, or in the event that the stallion has been sold or should he die, only the service fee of \$750 will be refunded, and the Stallion Owner will be released from all obligations under this contract. In any action or proceeding by either party arising out of or based on this contract or any provision thereof, such action will be brought in Napa County, and the prevailing party shall be entitled to all costs incurred and to reasonable attorney's fees. This contract applies to, inures the benefit of, and binds all parties hereto, their successors and assigns.

Signature of Mare Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Stallion Owner or Agent: \_\_\_\_\_

Date: \_\_\_\_\_