



Cowboy's Dream Ranch
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Breeding Contract for Smoke N Whizard / APHA # 1051056

This contract, made by and between Sam & Dawn Preuss, DBA Cowboy's Dream Ranch, herein referred to as the Breeder, and the Mare Owner described below. This contract shall be for the breeding of the following said mare to the said stallion, TH Colonel Coyote, and is subject to the following terms and conditions:

Mare Owner agrees to breed the following mare:

Registration number:	Breed:	Age:
Registered Name:		
Mare Owner:		Phone:
Veterinarian:		Phone:

Payable Fees:

- Breeding Fee \$550
- Mare Care (\$15/dry or \$20/wet) \$ _____
- Breeding Special Discount \$ _____
- Any other Discount \$ _____
- Booking Fee (\$100)

Subject to the following conditions:

1. The breeding fee for Stallion referenced above is \$550, of which \$100 shall be payable at the time of execution of this contract as the Booking fee. Said Booking Fee serves as a non-refundable deposit.
2. The Breeding Fee balance, referenced above, together with all unpaid board and expenses to said Mare, will be due and payable at the time said Mare leaves Cowboy's Dream Ranch. The Mare will not be released to the Mare Owner or his/her representative until all fees are paid in full.
3. Board/Mare Care for said Mare shall be as follows: \$15.00/day for dry and \$20.00/day for wet
4. Breeder will exercise judgment consistent with recognized standards in the care and supervision of Mare and/or any accompanying foal and Breeder will arrange for veterinarian and farrier services as necessary for the health and safety of the Mare and/or any accompanying foal. Mare Owner agrees and will pay all veterinary and farrier expenses.
5. The following documents shall be furnished to the Breeder upon Mare's arrival at the breeding facility Cowboy's Dream Ranch:
 - a. A photo copy of the Mare's registration papers (front and back)
 - b. A veterinarian's health certificate including, current worming and immunization records
 - c. A veterinarian's culture exam showing the mare to be free from infectious, contagious or transmissible diseases.

d. A photo copy of a current coggins test

6. The Mare offered for breeding shall be in healthy and sound breeding condition, free from infections, contagious or transmissible diseases. Any Mare seen by a certified veterinarian not to be, in his/her opinion, in sound breeding condition, shall not be bred and Mare Owner may substitute another mare within that breeding season. Without an official letter from a certified veterinarian stating that the above contracted mare is and will no longer be breedable, no mare substitutions will be allowed. When a mare substitute is agreed upon and allowed, a new contract must be signed for the new mare and the original breeding amounts from the original mare will be credited to the new contract along with a \$100 transfer fee.
7. Mare must be halter broke and manageable. In the event the Mare attempts to kick during breeding, suitable restraints will be utilized. If the breeding cannot be accomplished safely, the Mare will not be bred.
8. The breeding season in force for this breeding contract shall be February 1 – June 30.
9. Mare Owner agrees that Mare will be bred by live cover.
10. Mare Owner agrees to give Breeder ample opportunity to settle. If, however, such Mare does not settle, Breeder shall be held harmless.
11. It is advised for the Mare Owner to have the Mare palpated by a veterinarian to determine what stage the Mare is in her heat cycle *before* bringing the Mare for breeding. It is preferable to bring the Mare for service one or two days before her heat cycle begins. It should be made known by mare Owner to Breeder if the Mare is known to have short cycle (one or two days) or has “silent heats.” If there should be two breeding cycles with no resulting embryo, Mare Owner will be required to have Mare veterinary checked for possible uterine tract infections or other complications before there will be any further breeding. Should a veterinarian find the mare to be open after breeding, the Mare may receive more covers until the end of the current breeding season for no cost of additional stallion fee. In case a mare should prove barren, Mare Owner may substitute another mare, subject to the approval of Breeder, at any time during the breeding season.
12. A worming and immunization record must accompany the Mare. The Mare must be vaccinated during the current year and dewormed between one to two months prior to arrival. Breeder reserves the right to refuse the Mare if not in satisfactory condition, as deemed by Breeder.
13. Breeder shall not be liable for injury, sickness or death of the Mare and/or any accompanying foal, regardless of how it may occur.
14. This contract contains a live foal guarantee. A live foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 24 hours. If the Mare aborts her foal, the foal is stillborn or said foal does not survive longer than 24 hours, a return season will be guaranteed for the following year only on same mare, provided proper notification is given to Breeder of the loss. Mare must be 1st checked for pregnancy by a licensed vet within 45 days of being bred.
 - a. Proper notification shall be defined as written certification by a licensed veterinarian within 7 days from the date Mare is proved not to be in foal or loses her foal. **Failure to provide notification as set forth above shall void the live foal guarantee.**
 - b. This live foal guarantee shall not cover death of the foal due to neglect or deliberate destruction except for humane euthanasia.
 - c. The live foal guarantee shall be void if mare is abused, participates in a race, race training or racing event, or otherwise participates in hazardous/strenuous activity after being pronounced safe in foal.
 - d. Booster rhino pneumonitis vaccinations must be administered at the 5th, 7th, and 9th months of pregnancy as the Mare progresses through her pregnancy. Failure to do this will void the live foal guarantee.
 - e. Live foal guarantee applies only if Mare is checked in foal by a licensed veterinarian.
 - f. Mare Owner understands and agrees that Sam and Dawn Preuss and Cowboy’s Dream Ranch shall not be held liable for the loss, abortion or death of any foal.
15. A Breeder’s Certificate shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal, provided a clear photo of said foal, and then only after full payment of all bills due on said Mare in connection with said breeding. (It will be understood that permission is granted to use the provided foal photo in publicity, promotions, ads for the foal’s sire – unless a statement stating other wise is written and submitted along with the Breeder’s Certificate request is made.)
16. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry(s) and will pay all associated fees and/or expenses.

17. In the event of the death or sale of the stallion, a breeding fee refund minus the Booking Fee deposit will be given, thereby canceling this entire contract. In no other case is the breeding fee refundable.
18. Mare Owner understands that under Texas State Law, an equine professional has limitations on liability for equine activities. Mare Owner understands and accepts the risks of breeding and pregnancy and agrees to hold Breeder and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, and personal property damages, including consequential damages, caused to the Mare and/or foal or losses that mare Owner may sustain arising out of the breeding of the mare that may accrue from any cause whatsoever during the term of this Contract.
19. Breeder agrees to hold Mare Owner and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, personal property damages, including consequential damages caused to the stallion that the Breeder may sustain arising out of the breeding of the mare that may accrue from any cause whatsoever during the term of this Contract.
20. This contract cannot be assigned or transferred and constitutes the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in the written Contract.
21. Mare Owner warrants being the owner or a duly authorized agent of the designated mare and acknowledges to have had sufficient opportunity to read this entire document and understands the content. Once signed, this Contract will then be binding on both parties subject to the above terms and conditions.
22. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Texas. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, mare Owner shall pay all reasonable attorneys' fee, costs of suit and other expenses reasonably related to enforcing this Agreement.

Mare Owner's Signature: _____

Date: ____/____/____

Breeder's Signature: _____

Date: ____/____/____

Mare Owner: _____

Address: _____

City: _____

State / Zip: _____

Phone: _____

Email: _____

Please complete and return two signed copies to Breeder. Breeder will sign and return an original to you. Checks to be made payable to: Cowboy's Dream Ranch

FOR OFFICE USE ONLY

Month Booked: _____

Fee Received: \$ _____

Date Received: ____/____/____