

# Brightstone Ranch

Keith & Sharon Feister

1754 S. FM 372 ~ Gainesville, TX ~76240 ~ 940-665-7557 ~ Fax 940-665-7558

## 2008 Breeding Contract

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Mare Owners Name \_\_\_\_\_ (as appears on registration papers)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone(\_\_\_\_) \_\_\_\_\_ Business Phone(\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Mare's Name \_\_\_\_\_ Reg. # \_\_\_\_\_ Year foaled \_\_\_\_\_

Stallion booked to: **Palo Duro Cat** **BREEDING FEE - \$1500**

Booking Fee - **\$500**(includes first shipment of semen) Semen Transport Credit Fund (if applicable) - **\$300**

Method of Breeding: Semen Transport \_\_\_\_\_ Boarding \_\_\_\_\_ Trailer Bred \_\_\_\_\_ Semen Pickup \_\_\_\_\_

Mare Status: Maiden \_\_\_\_\_ Barren \_\_\_\_\_ Pregnant \_\_\_\_\_

Last Breeding Date \_\_\_\_\_ to \_\_\_\_\_ (stallion)

Is Mare/Foal Insured no \_\_\_\_\_ yes \_\_\_\_\_ Insurance Co. \_\_\_\_\_ Phone# \_\_\_\_\_

### **TERMS AND CONDITIONS OF BREEDING CONTRACT**

- (1) A \$500 non-refundable Booking Fee is due and payable upon execution of this Agreement.  
Booking fee is included in the Stud Fee.  
**FOR SHIPPED SEMEN CONTRACTS**, the balance of the Stud Fee is due and payable prior to ordering semen.  
**FOR ON FARM BREEDING**, the balance of the Stud Fee is due and payable before Mare departs from ranch.
- (2) **The Semen Transport Credit Fund is due prior to shipment of semen.**
- (3) Any unpaid fees owed to Brightstone Ranch will be billed with a monthly interest rate of 1.5%. Mating certificate will be issued when Brightstone Ranch is notified of a live foal.
- (4) In the event the above Mare fails to produce a live foal from the breeding privilege granted by this contract, Mare owner may rebreed the Mare (or a substitute Mare mutually agreed upon by Mare owner and Brightstone Ranch) during subsequent breeding season. Mare owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of Brightstone Ranch. Any attempted assignment without the prior consent of Brightstone Ranch will, at the option of Brightstone Ranch, terminate this Agreement and release Brightstone Ranch from all obligations hereunder.
- (5) Mares over 18 years of age or barren for 2 consecutive seasons will not be accepted, unless given prior approval by Brightstone Ranch.
- (6) By signing this contract, Mare owner certifies that he/she is sole owner of above mentioned Mare or has authority to enter into this contract on behalf of the owner.
- (7) A photocopy of Mares papers, both front and back, must be furnished with this contract.
- (8) Only one breeders certificate will be issued per paid Stud Fee.
- (9) The undersigned agrees that Brightstone Ranch and its staff will not be responsible for accident, injury, sickness, or death to the mare/foal; whether from fire, flood, theft, act of god, or negligence by Brightstone Ranch or its staff. The undersigned agrees to and shall indemnify and hold harmless Brightstone Ranch and its staff from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind; including expenses of litigation, court costs, and attorney fees, for injury to or the death of the mare/foal, or for any damage to the mare/foal arising out of or in connection with the services performed by Brightstone Ranch and its staff under this contract, regardless of whether such injuries, death or damages are caused in whole or in part out of negligence of Brightstone Ranch and its staff.
- (10) HERDA Status : Palo Duro Cat is tested N/N.

**Please sign appropriate forms, enclose booking fee and copy of papers, and return.**

Mare Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

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### Must be filled out if breeding mare with transported semen

- (1) Mare owner agrees to the conditions on page one of the Breeding Contract.
- (2) **Stallions** will be collected on **Mondays, Wednesdays, and Fridays.**
- (3) Shipped Semen orders must be called in by **9 a.m. CST** to Brightstone Ranch at 940-665-7557 on collection days.

Address to where semen should be sent \_\_\_\_\_

Person/Farm managing mare for breeding cycle(s) \_\_\_\_\_ Phone # \_\_\_\_\_

Name of Attending veterinarian \_\_\_\_\_ Phone # \_\_\_\_\_

- (4) Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. Any attempt to breed more than one mare with a shipment will void this contract.
- (5) Mare owner will be responsible for all costs of the semen shipping process. **The semen transport credit fund is required 10 days before the first shipment of semen is sent.** Shipping fees will be deducted from said fund. **Remaining balances will be applied towards balance of stud fee due, or return booking fee for the following breeding season.** Any additional expenses are the responsibility of the mare owner. **There will be no credit given on returned shipping boxes.**
- (6) Mare owner agrees to pay the following charges associated with the transport of cooled semen.
  - a. Normal shipping fees per dose- \$225.00 (if mare requires additional doses on the same cycle, cost will be \$175.00ea.)
  - b. Canadian shipments - \$250.00 (if mare requires a second dose on same heat cycle, cost will be \$200.00.)
  - c. Shipment includes shipping container, overnight shipping fees, collection fee on scheduled collection days.
  - d. other possible fees-
    1. Unscheduled shipment of semen.
    2. Same day shipment counter to counter service - \$100.00 additional.
- (7) Brightstone Ranch is not responsible for the untimely delivery or condition of the cooled-shipped semen, as we have no control of the shipment after it leaves our custody.
- (8) Mare owner agrees to have mare palpated on the next collection day to confirm ovulation. If mare has not ovulated another dose of semen must be ordered.
- (9) Mare owner is required to have mare ultrasounded between 14-17 days after the last day of insemination and notify stallion owner of pregnancy status.
- (10) Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> month of pregnancy.

Mare Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

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## 2008 Breeding Contract

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### Must be filled out if breeding mare at farm

- (1) Mare owner agrees to the conditions on page one of the Breeding Contract
- (2) Approximate date to expect mare at farm for breeding \_\_\_\_\_  
Mare's status: barren \_\_\_\_\_ maiden \_\_\_\_\_ pregnant \_\_\_\_\_ Due Date \_\_\_\_\_  
Board Rates - \$ **12.00** per day dry mare \$ **14.00** per day wet mare
- (3) Brightstone Ranch will exercise judgement in care and supervision of the mare/foal. The attending veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety of the mare/foal. The mare owner here by consents to all medical care administered to the mare by the stallion manager's veterinarian. The mare owner will pay all veterinarian and farrier charges. All expenses including board shall be payable monthly.
- (4) The mare shall be in a healthy and sound breeding condition: free from infections, contagious or transmittable diseases. A current coggins test, copy of registration papers (both sides), veterinarian health certificate, plus a health, worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner here by consents to the stallion managers veterinarian examining and/or testing the mare as may be necessary to complete the above tests, certification, and other records. This is all to be completed at the mare owners expense. However, the stallion manager reserves the right to refuse any mare, which is (1) not in proper condition (2) which does not have all the records, tests, and registration documents as required herein.
- (5) Brightstone Ranch breeding staff agrees to diligently try to settle the owner's mare. The mare owner agrees to give Brightstone Ranch ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If mare leaves ranch before being pregnancy checked, mare owner is required to have mare ultrasounded at 15 and 30 days after last bred date. **All unpaid board and all other expenses must be paid before mare departs farm.** If for any reason the mare does not settle, mare owner will hold Brightstone Ranch harmless.
- (6) The parties further agree that should the stallion die or become unfit for service for any reason, or if the mare should die or become unfit to breed, then this contract shall become null and void and both parties are relieved of any obligations. Booking fee is non-refundable, however may be applied to another Brightstone stallion or if mare becomes unfit to breed, owner may substitute with another mare owned by the undersigned. However, mare owner shall pay for all other expenses actually incurred.
- (7) The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Texas and shall be construed and enforced under the laws of the state of Texas. Under Texas law (chapter 87, civil practice and remedies code) an equine professional is not liable for an injury or death of a participant in equine activities resulting from inherent risks of equine activities.
- (8) This contract shall be binding on the parties hereto, upon execution hereof, and the same may not be altered or amended, except with written mutual consent of the parties hereto.
- (9) Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> month of pregnancy.

Mare Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

### Must be filled out for Semen Pickup or Transient Breeding

Booking fee will include first dose of semen for those mare owners who elect to pick semen up at Brightstone Ranch or bring their mare to the ranch for insemination on a collection day. A suitable container for semen pickup is required or mare owner will be charged \$30 for a shipping container. The second and subsequent doses or inseminations will be charged \$50.00 each.

Mare Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owners Signature \_\_\_\_\_ Date \_\_\_\_\_