

# The Rocking 2S Ranch

## LIVE COVER Breeding Contract

### FEE SCHEDULE:

**2018 Breed Fee: \$675.00 LIVE COVER \$600 if booked prior to February 15<sup>th</sup>**

**Booking Fee: \$250.00** (included in breed fee, due with this contract)

**Multiple Mare discount fee: \$625- if not owned by the same person must be booked at same time.**

I hereby agree to breed my mare: \_\_\_\_\_ Reg. # \_\_\_\_\_

To the Stallion **Flash Nu Cash, AQHA #3925956 / NFQHA #F0022880** (82%) for the year **2018** breeding season with **LIVE COVER** on the following terms...

1.

1. **I agree to pay a breed fee of \$675.00 - (\$600 if discounted fee) Of that amount a \$250.00 non-refundable booking fee/ deposit shall be due with this contract . All fees (with the exception of mare care shall be paid in full BEFORE any services are rendered).**
2. Mare Care will be charged at a rate of \$8 per day dry/ \$10 per day wet. A discount of \$3 per day will be given if mare owner provides their own feed. Feed provided must be of an acceptable quality and the Rocking 2S Ranch reserves the right to not use mare owners feed if it is of poor quality (ie: moldy, damaged, etc). Mare care must be paid in full before mare can be picked up or will be billed monthly if mare is left more than 30 days.
3. **FEE SCHEDULE: Booking fee is due with Contract. Balance of Breed Fee is due when mare is dropped off. Mare Care and any additional veterinary fees are due when mare is picked up or every 30 days whichever comes first.**

2. Mare must be halter broke and able to be tied (if mare has ever pulled back please tell us ahead of time, so we can plan accordingly). Back shoes **MUST** be removed or We will remove them for you at your expense. If a foal is to accompany mare, foal must be halter broke. We recommend your mare have been vaccinated for West Nile Virus and receive a 5-way at least 10 days prior to arriving at our ranch and within the last 6 months. A strangles vaccination is recommended but not required for those arriving FROM areas where strangles is a problem. **A negative culture is required prior to breeding. If you do not arrange for this before arriving we will do one for you at your expense.**

A) The Breed Fee includes ONE ultrasound and will often be used upon arrival if mare has not been ultrasounded by owner prior to arrival and during the same heat cycle. Other ultrasounds or palpations may be required to monitor heat cycles at mare owners expense and will be discussed with mare owner as necesseray.

3. **LIVE FOAL GUARANTEE:** It is agreed that I am guaranteed a live foal at the signing of this contract and that if my foal does not stand and suck (or live for 48 hours), I will be entitled subsequent return during the same season or the 2017 season to the same mare (unless a substitute mare is mutually agreed upon) until a healthy live foal is achieved. This guarantee will apply **ONLY** if I notify the Rocking 2S Ranch within (1) one week from death. This notice must be accompanied by a statement from a licensed veterinarian. There shall be no liability upon the Rocking 2S Ranch on account of said guarantee except to grant me a free season in 2019. Said free season shall refer to the BREED FEE ONLY. Mare care and veterinary charges will be charged at the current year rate. Re-breed contract must be filled out and returned **BEFORE** mare will be covered. Mare must be returned (unless otherwise mutually agreed upon in writing) the same or following season as the original contract. If mare is bred to another stallion the live foal guarantee will become null and void unless embryo transfer has been used. If my mare should die or become unfit to breed a substitute mare may be mutually agreed upon to take her place. Breed fees will not be refunded.

# The Rocking 2S Ranch

## LIVE COVER Breeding Contract

4. **STALLION AVAILABILITY:** It is agreed that should the above named stallion die or become unfit for service before the live foal guarantee has been achieved, the breed fee shall be refunded. If said stallion should be sold this contract will be transferred as-is to the new stallion owner. In the event that the new stallion owner cannot fulfill this contract the breed fee will be refunded.

5. Is this mare embryo transfer? Please circle one: YES NO

A) If more than one foal results from any (1) one embryo flush, an additional stallion breed fee shall be due and payable to the Rocking 2S Ranch when each foal is 90 days in utero.

6. **PREGNANCY STATUS:** I, as the mare owner or lessee, agree to have the mare pregnancy checked no later than 18 days after her last breeding date and notify the Rocking 2S Ranch of the results no later than 30 days after her last breeding date. If mare is left at the Rocking 2S Ranch for pregnancy checking an ultrasound will be performed at the mare owner's expense. Failure to notify the Rocking 2S Ranch of pregnancy status prior to October 1<sup>st</sup> will render this contract null and void.

7. Flash Nu Cash is AQHA Registered. He is LISTED with the APHA and approved for breeding APHA mares. If stallion enrollment or nomination is required for Mare Owner to register their foal in any Breed Association OTHER than the AQHA or APHA the cost of the stallion nomination or enrollment is the responsibility of the Mare Owner. We would be happy to assist you in getting all paper work in order.

8. I agree not to assign or transfer this contract without the prior consent of the Rocking 2S Ranch.

9. It is my understanding that the Stallion Owner or its Manager, as well as the Rocking 2S Ranch will not be responsible for accident, sickness, or death of my mare or foal, whether from fire, flood, theft, act of God, or any other reason. I will not be responsible for any disease, accident or injury to above named stallion for any reason. In the event of any injury or death to my animal, I will look solely to my own insurance and in the event that anyone shall assess a cause of action against the Rocking 2S Ranch or stallion owner on account of any injury or death to my horse, then in such event I agree to hold the above mentioned harmless from any such cause of action including the cost of defending same. Notwithstanding anything above, the mare owner's insurance shall not be precluded from subrogation against the Rocking 2S Ranch or stallion owner if death or injury is due to gross negligence by the Rocking 2S Ranch. In the event of injury or emergency I give The Rocking 2S Ranch permission to have a veterinarian treat my mare at my expense. They will try and reach me first by calling the contact number I have provided.

10. It is agreed that should become necessary for the Rocking 2S Ranch or someone on your behalf to incur costs and expenses to retain the services of any attorney, pay legal fees and/or court costs to enforce this agreement or any portion thereof, I hereby agree to pay reasonable costs and attorney's fees thereby expended. It is expressly agreed that this contract is performable in Klamath County, Oregon and venue for any action hereunder shall be in Klamath County, Oregon.

### **IMPORTANT!!!!!!!!!!!!!!**

**11. Services will not be rendered until the Breed Fee as well as any additional fees incurred prior to breeding are paid in full and a signed contract and copy of mare's registration papers are on file at the Rocking 2S Ranch. Board and any vet care will be billed and due when mare is picked up or every 30 days for mares staying on premises. Please provide payment for your breed fee (and included booking fee if not already paid), signed contract, and copy of registration papers when you drop your mare off!**

**Contracts that are not filled out completely are invalid. This contract consists of 3 pages. Please be sure to review all of them.**

**MARE OWNER:**

**NAME:** \_\_\_\_\_

# The Rocking 2S Ranch

## LIVE COVER Breeding Contract

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

OTHER PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

MARES NAME: \_\_\_\_\_

REG. NUMBER: \_\_\_\_\_

BREED: \_\_\_\_\_

Mare Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~ROCKING 2S RANCH~

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

NOTES:  
\_\_\_\_\_  
\_\_\_\_\_