



**Kings Creek Ranch
Live AI
2008 Breeding Contract**

This Artificial Insemination (at the stallion breeding facility) Breeding Contract is entered into on this ____day of _____, 20__ by and between _____, referred to as the "Mare Owner" and Steve Powell referred to as "Breeder."

Mare Owner agrees to breed the following Mare:

Registered Name: _____
Breed: _____
Registration No: _____

to the following Stallion:

Registered Name: Lena Shine
Breed: AQHA/NFQHA
Registration No: 3,691,307/F0024009

Payable Fees:

Registered or Non-Registered	
Breeding Fee	\$690
Mare Care (\$10/day X __ days)	\$ _____
Breeding Special Discount	\$ _____
Any Other Discount	\$ _____
Booking Fee	(\$100)
Ultra Sound & Other fees	\$ _____
Breeding Balance	\$ _____

Subject to the following conditions:

1. The breeding fee for Stallion referenced above is \$690, of which \$100.00 shall be payable at the time of the 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 pertaining to said Mare, will be due and payable at the time said Mare leaves Steve Powell's custody. Breeder requires 48 hours advance notice when Mare Owner wishes to remove his/her Mare from the breeding facility premises to give Breeder sufficient time to prepare the final statement so Mare Owner may settle his/her account. The Mare will not be released to the Mare Owner or his/her representative until all fees are paid in full.
3. Board for said Mare shall be as follows: \$10/ Day wet or dry
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 Breeder upon Mare's arrival at the breeding facility Kings Creek Ranch:
 - a. A photo copy of Mare's registration papers (both sides).
 - b. A veterinarian's heal certificate including, current worming and immunization records (infection check required).
 - c. A current Coggins test.

If these documents are not presented upon Mare's arrival, Breeder shall have the attending veterinarian make proper tests and evaluations at Mare Owner's expense.

6. The Mare offered for breeding shall be in a healthy and sound breeding condition, free from infectious, contagious or transmissible disease. Any Mare certified by the attending veterinarian not to be, in his 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 substitution 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 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 - July 31
9. Mare Owner agrees that mare will be bred by means of artificial insemination. There will be no live cover breeding.
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 or by charting observations of estrous. (Kings Creek Ranch offers ultra sounding services at a charge of \$20 per ultra sound.) 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 a 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 AI breedings. 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; However, there will be a \$100 chute fee each additional breeding after the initial first two cycles. 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 or Kings Creek Ranch within 45days of being bred.
 - d. 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.**
 - e. This live foal guarantee shall not cover death of the foal due to neglect or deliberate destruction except for humane euthanasia.
 - f. The live foal guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous/strenuous activity after being pronounced safe in foal.
 - g. Booster rhino pneumonitis vaccinations must be administered at the 5th, 7th, & 9th months of pregnancy as the Mare progresses through her pregnancy. Failure to do this will void the live foal guarantee.
 - h. Live foal guarantee applies only if Mare is checked in foal by a licensed veterinarian or Kings Creek Ranch.
 - i. Mare Owner understands and agrees that Steve Powell and Kings Creek 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 otherwise 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 substitute stallion of the same breed will be used. If Mare Owner does not deem the substitute stallion acceptable, 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 this 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.

Kings Creek Ranch
ATTN: Steve Powell
10650 CR 133
Kaufman, TX 75142
Phone Home: 972-524-3660 Cell: 972-489-5839 Work: 214-391-1142
Web site: <http://www.kingscreekranch.com>
Email: steve@5starranch.net

Checks to be made payable to: "Steve Powell"

If paying by credit card: Master Card _____ Visa _____ Discover _____ American Express _____
Card Number _____ Exp. Date _____

Authorized Card Amount Charge _____ Signature _____
Printed Name On Card _____
Billing Address On Card _____

Financing & Special Payment Plans Available To Qualifying Clients

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Month Booked: _____ Fee Received: \$ _____
Received By: _____
Payment Plan/Special Arrangements: _____