

# South Gate Farms **Blast Of Heathen** - Stallion Contract

This certifies that \_\_\_\_\_, herein referred to as mare owner, has engaged one service to **Blast Of Heathen**, APHA registration #262,268. For the 2002 season at \$\_\_\_\_\_, for the following mare:

Mare Name:	Registration Number:	Breed:
Color/Markings:	Year Born:	
Sire:	Dam:	

Mare [ ] will, [ ] will not be sent to farm.	Date:	
Status of mare at time of shipping:	In foal:	Last breeding date:
Date checked in foal:	With foal:	Date foaled:
Sex of foal:	Dry Maiden Mare:	

Please list all vaccinations within the last 12 months, etc. Include any medical history that may be helpful to us while your mare is in our care.


1. A booking fee of \$\_\_\_\_\_ of the above fee is payable with this contract and the balance of \$\_\_\_\_\_, plus all unpaid expenses will be payable upon receipt of an invoice or when the mare leaves the farm, whichever is first. The booking fee is nonrefundable. The breeder requires 48 hours advance notice when the Mare owner wishes to remove the mare(s) from the farm. The mare (and foal, if applicable) shall be released only upon payment in full of all outstanding invoices, including these from the attending veterinarian.
  
2. A photocopy of registration papers (both sides), a veterinarians health certificate, worming and immunization records, and a current coggins test (within 6 months) shall accompany the mare. If these are not presented upon mare's arrival, the breeder shall have the attending veterinarian make the proper tests and evaluations at the mare owners expense. The mare will not be bred until the test results are in the breeders possession. Mare (and foal, if applicable) will be periodically vaccinated and wormed as deemed necessary by the attending veterinarian at the mare owners expense.
  
3. The mare owner agrees that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare certified by the attending veterinarian not to be in his/her opinion, in sound breeding condition shall not be bred. Mare owner may substitute another mare within the same breeding season.
  
4. The breeder agrees to diligently try and settle the above mare and shall have the sole discretion of determining the best method of breeding such mare. If, however the mare does not settle, the breeder shall be held harmless. There will be no guarantee of a foal for any mare leaving South Gate Farms before being checked safe in foal by the attending veterinarian.
  
5. **Live Foal Guarantee;** Live foal guarantee means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts, or if a foal is still born, a return season will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as follows; written certification by a licensed veterinarian within seven days of the mare slipping or producing a nonviable foal. Mare owner certifies that such abortion or death did not result from any act or omission of the owner subsequent to the mare's departure from South Gate Farms. Booster rhinopneumonitis vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. Failure to do this will void the live foal guarantee.
  
6. **Limited;** Color guarantee extended only to registered Paint (APHA) mares. Color guarantee is limited to one re-breed in the following year only. No color guarantee is given on the re-breed. Mare owner may substitute mare on re-breed; agreed upon by both mare owner and breeder. Mare owner assumes all responsibility for additional invoices and veterinary expenses associated with the re-breed.

7. The breeding season in force for the contract shall begin February 1st, and end July 15th of the year of contract.
8. It is further agreed that should the named stallion die or become unfit for service or if the mare dies during breeding season, the mare owner may substitute another mare or breed named to another stallion owned by South Gate Farms agreed upon by both mare owner and breeder.
9. A breeder's certificate will be issued to mare owner after all expenses have been paid in full and upon notification of birth of the foal.
10. **Waiver of liability.** It is understood that the breeding farm, its owner(s), employees and guests shall not be liable for any injury, escape, disability or death of any horse on its premises. The above named mare owner, whose horse(s) is/are under the care of South Gate Farms, will not be responsible for any damage, injury or death to the breeding farms stallions, employees, veterinarian, or other animals in the care of South Gate Farms, whether or not caused by this horse(s).
11. The signing of a contract entitles South Gate Farms to charge ten percent (10%) annual interest on all past due invoices. Past due is defined as the amounts not paid within thirty days of invoicing.
12. Contract is governed by the laws of the State of California. All accounts are due and payable in Solano County, California.
13. When the named mare owner signs and returns this contract to the breeder, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract in not valid unless completed in full.

Board (Please Check Choice) Blacksmith and veterinary expense as required.	
Dry Stall:	Wet Stall:

Breeding fee	\$
Booking fee	\$
Board	\$
Balance Due	\$

## *Signatures*

Mare Owner or Authorized Agent:	Dated:
Please print above signer's name:	
Mailing address: City, State and Zip:	
Daytime Phone #	
Evening Phone #	
Stallion Owner or Authorized agent:	Dated:
Please print above signer's name:	

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