

## LIVE COVER BREEDING CONTRACT

THIS AGREEMENT is made by and between Shari & George Harders, dba Rhapsody Shetlands, residing at 2458 Highway 2, Corydon, Iowa 50060, hereinafter referred to as "Stallion Owner" and \_\_\_\_\_\_, residing at

\_, hereinafter referred to as "Mare Owner".

The following terms and conditions apply:

## A. CONSIDERATION

In consideration of the total sum of Seven Hundred and Fifty U.S. dollars [\$750.00], Stallion Owner hereby agrees to breed their stallion **Rhapsody's Headliner**, ASPC #166189, AMHR #342682B hereinafter referred to as "Stallion", to \_\_\_\_\_\_\_\_, a mare owned or leased by Mare Owner, hereinafter referred to as "Mare"

## **B. FEES & PAYMENT TERMS**

1. BOOKING FEE. In order to reserve space for the Mare during the **2024 breeding** season, Mare Owner shall forward to Stallion Owner:

a. A non-refundable Booking Fee of Two Hundred U.S. dollars [\$200.00], payable to Rhapsody Shetlands;

b. A completed and executed contract;

c. A copy of Mare's ASPC registration certificate, both front and back; and a copy of Mare's AMHR registration certificate, if applicable.

d. If Mare is leased by Mare Owner, this must be recorded as such on Mare's ASPC and/or AMHR registration certificate.

2. STALLION SERVICE FEE. The Booking Fee will be applied to the Stallion Service Fee. The balance of the Stallion Service Fee, Five Hundred and Fifty U.S. dollars [\$550.00] shall be due upon receipt of an invoice from Stallion Owner.

3. MARE CARE FEE. Mare Care Fee for a stall with turnout is \$3.00/Day for a Dry mare (no foal) or \$5.00/Day for a Wet mare (accompanied by current year foal). Please mark "X" to

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indicate choice: \_\_\_\_Stall (Dry) \_\_\_\_Stall (Wet)

## C. MARE REQUIREMENTS

1. Mare shall be in healthy and sound breeding condition and free from infection or disease.

2. Mare must be halter broken with no hind shoes. If Stallion Owner deems Mare too difficult to handle, Mare will not be live covered; artificial insemination (AI) is <u>not</u> available.

3. Stallion owner requires that Mares be vaccinated for tetanus. Vaccinations for Eastern/Western Encephalomyelitis, Rhinopneumonitis, Influenza, Strangles, and West Nile are recommended but not required. The pathogens that cause these diseases are all endemic in Iowa. Additionally, the Mare may be housed in proximity to show horses that are exposed to large numbers of equine in competition barns.

4. Mare shall have current health certificate and negative Coggins test drawn within the preceding year when arriving at Stallion Owner's farm.

5. Mare must arrive at Stallion Owner's farm no later than June 1, 2024.

# D. CARE & MAINTENANCE

1. Stallion Owner will provide Mare with reasonable conditions and facilities, proper feed, sufficient water, and adequate shelter as required in a manner consistent with good horsemanship in the state of Iowa.

2. Stallion Owner shall contact Mare Owner as soon as possible if the need for extraordinary veterinary or farrier care arises, at which time, Mare Owner will direct Stallion Owner on how to proceed concerning care of Mare. Mare Owner will be responsible for any extraordinary veterinary or farrier expenses that are authorized.

# E. WARRANTIES

1. Stallion Owner warrants that they have clear title to Stallion, free of any liens, claims or other encumbrances.

2. Stallion Owner agrees that should the Stallion die, be sold or become unfit for service prior to settling the mare, the entire Stallion Service Fee, including the Booking Fee, will be refunded to the Mare Owner.

3. This Stallion Service agreement includes a Live Foal Guarantee, which is defined as the foal being able to stand and nurse unassisted, and survive to the age of 48 hours. Upon notification to the Stallion Owner of a live foal, a breeder's certificate will be issued to the Mare Owner for the foal conceived by this mating.

4. This breeding contract may be extended into the 2025 breeding season for the following reasons:

a. If the Mare aborts her foal or does not deliver a live foal;

b. If the Mare proves barren, with an approved substitute mare:

c. If the Mare dies before producing a live foal, with an approved substitute mare;

d. Mare Care Fee must be paid for each breeding attempt. No previously paid Stallion Service Fee or Mare Care Fee will be refunded.

5. The Stallion Owner will have no further liability hereunder for servicing Mare or substitute mare beyond the 2025 breeding season.

#### F. RISK OF LOSS

While all reasonable precautions will be taken to safeguard Mare, it is understood that Stallion Owner will not be responsible for accident, sickness, theft, or death of Mare and/or her current year foal.

### G. ASSIGNMENT

Neither party shall assign this Agreement or their interest thereunder without the prior consent of the other party.

### H. GOVERNING LAW

This agreement shall be construed in accordance with and shall be governed by the laws of the State of Iowa. Any legal action must be brought in Wayne County, Iowa.

#### I. ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this agreement.

Dated:\_\_\_\_\_

Stallion Owner signature:

Mare Owner signature:

Street Address:

(print name) For Rhapsody Shetlands 2458 Hwy 2 Corydon, IA 50060 (641) 872-3691 (641) 344-7900 (cell)

City, State, Zip Code:

Phone Number:

www.rhapsodyshetlands.com