



Carolina Bay Farm, Inc.

1764 John McMillan Road

Hope Mills, NC 28348

Phone: (910) 429-2839

Email: info@carolinabayfarm.com

Website: <http://www.carolinabayfarm.com>

STALLION SERVICE CONTRACT

L i v e C o v e r

Mare owner (printed name), _____, hereby contracts one service to stallion, **Mighty Enhancer (ApHC Registration No: 620819)**, either belonging to Charles L. Canady, Jr. or agent for said stallion doing business as **Carolina Bay Farm, Inc.** (herein known as: "Breeding Farm") of the mare

(Breed Registry: _____, Registration No: _____).

1. The Breeding Fee is \$500.00. This fee includes a \$100 Non-Refundable Booking Fee due at the time of signing this contract. The remaining \$400.00 will be due no later than arrival of mare on Breeding Farm. Any additional expenses (mare care, veterinary care, etc.) will be due before mare departs Breeding Farm. **Please make all checks payable to Carolina Bay Farm, Inc.**
2. Both the mare and stallion owners agree that in the event the stallion dies or becomes unfit for service or if the mare dies or becomes unfit to breed then this contract is void. Both the mare and stallion owners agree that at the time of signing this contract, both the mare and the stallion are in good health and breeding sound to the best of their knowledge. The Booking Fee is Non-Refundable.
3. Stallion service certificates will be issued only after the Mare Owner has notified the breeding farm in writing that the mare has produced a live foal and all expenses, charges, veterinarian expenses and fees due the Breeding Farm have been paid. If the Mare Owner transfers ownership of the mare before foaling, stallion certificates will be issued upon the transfer only when all conditions of this contract have been met.
4. A photocopy of both sides of the registration papers on the mare must accompany this contract. The name of the Mare Owner shown on the mare registration certificate must accompany this contract. The name of the Mare Owner shown on the registration certificate will be used on the stallion breeding report.
5. This contract is not transferable or assignable and only applies to Live Cover. Chilled Transported Semen is a separate contract.
6. This contract shall be construed and governed by the laws of the State of North Carolina. In the event it becomes necessary for either of the parties to this contract to file a suit arising out of this contract, the same must be filed and maintained in the Circuit Court of Cumberland County, North Carolina. If any legal action is used to enforce the terms of this contract, the prevailing party shall be entitled to receive from the losing party his reasonable attorney's fees, cost of discovery, travel and expense of the suit.
7. Color Guarantee: The Breeding Farm guarantees that the resulting foal of this contract develops appaloosa characteristics as defined by the ApHC by the foal's sixth month of age in order to obtain *regular registration papers*. In the event said foal does not receive *regular papers* as described above then the Mare Owner will have the option to rebreed at no additional cost the following season (mare care, veterinarian or other fees may apply).
8. Live Foal Guarantee: If the mare does not produce a live foal (meaning a foal that stands and nurses without assistance) as a result of the breeding, then the Breeding Farm guarantees a return breeding the following season, subject to the following conditions:

A.) Once the mare is checked pregnant by a Veterinarian and later aborts or fails to produce a live foal, the live foal guarantee will be void unless the Mare Owner notifies Breeding Farm **in writing** after foaling or aborting occurs.

9. Breeding season is from February 15 thru June 15 of the calendar year and no more mares will be bred after that date. The Breeding Farm reserves the right to change the length of breeding season without notice.

10. Mare Owner must comply with all rules and registrations set forth by the ApHC. Breeding Farm will comply with all DNA, permits, etc. as set forth by the ApHC.

11. Breeding Farm agrees to provide suitable facilities for the care and feeding of mare and/ or foal for fifteen (15) days at no charge*. On the sixteenth (16th) day and every day thereafter; such care will be charged the mare owner at the rate of \$6.00/dry or \$8.00/wet per day. **No charge for 15 days only applies to feed and water. Any veterinary or other expenses are not included.*

12. A foaling fee of \$250.00 shall be charged the Mare Owner if a mare foals at the Breeding Farm.

13. Breeding Farm agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold breeder blameless. Mare Owner agrees to give Breeding Farm ample opportunity to settle mare. Regardless if the mare becomes in foal the Mare Owner is still responsible for associated costs that are not limited to mare care, veterinary and booking fee.

14. The Mare Owner shall sign and return a copy of this contract to the Breeding Farm before it is binding on the parties. The Breeding Farm reserves the right to accept or reject any and all contracts upon receipt. All terms of this contract must be complete with the breeding farm before the breeding farm will accept any mare(s) for breeding.

15. The owner understands and agrees that Breeding Farm will not be responsible for any accident, sickness, injury or death to the mare and/or her foal. The owner understands and agrees that if he or she wants to protect the mare and/or her foal he or she must do so with a policy of insurance. The owner understands that Breeding Farm and its management will make the decisions necessary for the care and supervision of the mare and/or her foal. The Mare Owner agrees that Breeding Farm will have no liability whatsoever in the event of death or injury to the mare and/or her foal. Finally, the owner agrees not to bring or maintain any suit in court to recover from Breeding Farm for any claim for death or injury to the mare and/or her foal.

16. A veterinarian's certificate of health shall accompany the mare and the Mare Owner's failure to furnish the certificate shall be construed as the Mare Owner's authorization to have the mare examined by Breeding Farm's veterinarian. The expenses for that examination will be paid by the Mare Owner. The Mare Owner agrees that when the mare is delivered to Breeding Farm a copy of her **sixty (60) day (or less) negative Coggins** test result will be furnished to Breeding Farm. The Mare Owner agrees that the health certificate shall include the statement that the mare is currently dewormed and vaccinated against influenza, tetanus, rhinopneumonitis, encephalitis. The Mare Owner agrees that if the health certificate does not include a statement that the mare is currently vaccinated for each of the foregoing, then Breeding Farm shall have the mare vaccinated and the Mare Owner will pay the expenses for such vaccinations.

17. Mares, which cannot be handled in a humane manner and/ or are not halter broken will not be accepted by the Breeding Farm.

18. The Breeding Farm will not be responsible for the transport of mare and/ or her foal to or from the Breeding Farm. Transport will be the sole responsibility and expense of the Mare Owner.

Fee Schedule:

Booking Fee:	\$100.00
Stud Fee:	\$400.00
Mare Care Fee:	\$6.00 dry/ \$8.00 wet per day beginning on 16 th day.
Veterinary/ Other Fees:	As applicable.

Mare Owner
(signature): _____ Date: _____
Address: _____

Carolina Bay Farm, Inc. Owner and/or Agent
(signature): _____ Date: _____

Phone(s): _____
Email: _____

Quick Checklist:

Read, Fill Out, and Sign the contract.

Mail contract, a copy of both sides of your mare's registration papers and a check for a minimum of \$100 to cover the booking fee. The balance of \$400 may be sent later or delivered with the mare to the Breeding Farm.

The mare's and/ or foal's health information as defined previously in this document must be delivered to the Breeding Farm prior to the arrival of the mare.

Regulate your mare's cycle and be sure to give the Breeding Farm advance notice as to when you wish to deliver your mare for breeding.

Make all checks payable to:

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