

Karen Franklin Foundation Equine

Karen Franklin
61 Boulder Rd.
Eldon, Mo 65026
(573)280-7620

The parties hereto contract one service for the _____ breeding season to _____, the stallion, for _____, the mare, Registration number _____.
Date mare foaled _____. Mare is _____ in foal: _____ with foal _____ barren _____ maiden _____.

1. The breeding fee for _____ is _____.
2. The non-refundable booking fee of \$100 shall be paid to Karen Franklin (the breeder) and is due upon execution of this contract. The remainder of the total breeding fee plus any veterinarian and board charges shall be paid before owner retakes possession of the mare unless other prior arrangements have been made. The breeder shall have possessor lien on mare for all unpaid bills arising from this contract.
3. Mare care/board shall be _____ per day. The mare shall be in healthy and sound breeding condition. This contract shall be breeder's authorization, if deemed necessary, to have the mare examined, or cultured and treated by the veterinarian of the breeders choice at the mare owner's expense. It is understood that breeder will exercise her best judgment in the care and supervision of mare and/or foal, but shall not be liable for injury, accident, sickness, or death of mare and/or foal unless due to wanton, willful, reckless or malicious conduct of breeder.
4. Mare owner will furnish a copy of the mare's registration certificate to stallion owner with this contract.
5. In the event, after acceptance of the mare, breeder decides, due to the mare's health or other reasons, that it can not settle or does not desire an attempt to settle the mare, breeder has the right to notify the mare owner and refund the booking fee, less any veterinarian fees and/or board bills and thereby cancel this contract.
6. The Stallion Breeder guarantees a live foal (a newborn foal which stands and nurses without assistance) from this breeding. If the Mare does not conceive, aborts, produces a foal that is stillborn, or a unable to stand and nurse, the Mare is entitled to a re-breed in the _____ season with no charge with the exception of mare care and any veterinarian fees. **This re-breed guarantee does not include death from injury to the foal. In addition, Booster Rhinoppneumonitis (Rhino) 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 guarantees. The stallion breeder must be notified within one week of the foal's death or if the mare has aborted, by a statement from a licensed veterinarian.

7. A licensed veterinarian must examine the mare no earlier than 18 days and no later than 45 days after the last day bred to verify the mare's pregnancy and that she is not carrying twins. The Stallion breeder must be advised of the Mare's pregnancy status within ten (10) days of her exam or all guarantees become null and void.
8. Breeder's certificate shall be issued after the birth of the foal if all breeding fees, mare care/board and veterinarian fees have been paid. The are Owner recorded on the Registration Certificate will be recorded on the Stallion Breeding Report.
9. In the event this contract is breached by breeder for any reason, the parties agree that, because of the difficulty in determining actual damages, the liquidated damages for breach of the contract by breeder are an amount equal to the breeding fee paid by mare owner to breeder plus any mare care/board expenses.
10. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should the mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void.

UPON EXECUTION, THIS CONTRACT SHALL BECOME BINDING UPON BOTH PARTIES, SUBJECT TO THE ABOVE TERMS AND CONDITIONS.

EXECUTED THIS _____ DAY OF _____

Karen Franklin, Stallion Owner

Mare Owner/Agent