

Contract for mare breeding to Mahlstedt Ranch Stallion

This contract is made and entered into this _____ day of _____, 2021, by and among _____, agent for Mahlstedt Ranch, Inc., hereinafter referred to as "Stallion Owner" and _____, hereinafter referred to as "Mare Owner". This contract sets forth the rights and responsibilities of both parties for the 2021 breeding season.

1. **Breeding Privilege.** I, the Mare Owner, hereby agree to breed my mare, _____ Reg. No. _____ to stallion, _____ for the 2021 season breeding fee of \$_____. A non-refundable booking fee of \$100 and a copy of the mare's registration papers (front & back) must be returned with this signed and completed contract. No mare will be bred before stallion fees have been paid and a completed contract is on file.

2. **Booking and Stallion Service Fees.** Balance of stallion breeding fee will be due before Mare is put with Stallion. All other expenses, including board, vet expenses, etc. will be due before departure of the mare from Mahlstedt Ranch, Inc. facilities. All bills will be paid in full before the mare will be allowed to depart the breeding facility. Mare care fees will be \$15/day wet and \$10/day dry.

3. **Condition and Ownership.** Mare Owner represents and warrants that the Mare is in sound breeding condition and free from disease and infection. Mare owner also warrants that the Mare is halter broke and not a danger to the staff of the Stallion Owner or the Stallion. If mare is deemed dangerous, the Stallion Owner reserves the right to refuse breeding the mare. The Mare Owner, whose signature appears below, further warrants that he/she is the owner or lessee of the record of the Mare.

4. **Waiver of Liability.** The Stallion Owner agrees to diligently try to settle the Mare when present at the ranch location. However, if the mare fails to settle for any reason, the Stallion Owner shall be held blameless. It is further understood that the Stallion Owner, its employees, veterinarians, agents, and guests shall not be liable for any injury, escape, sickness, disability, or death of any horse on its premises. The Mare owner understands and agrees that stallion owner, Mahlstedt Ranch, Inc. and/or its representatives will not be held responsible for accidents, sickness, and/or death to the mare and/or foal. Furthermore, mare owner agrees that the above named parties shall not be held liable for assumed negligence or errors and that the above named parties may exercise their own judgement in supervising and caring for mares and foals. The above named parties assume no liability for Mare owners.

5. **Live Foal Guarantee.** Live foal guaranteed with return privilege the following season by stallion owner only if mare fails to produce a live foal. It is understood that should the foal not stand and nurse and live for 24 hours, the mare owner will be entitled to a return privilege the following year only. This guarantee applies only if mare owner notifies stallion owner with photo and written notification of foal birth within 24 hours of birth and notification of death is given within one week from death of a foal. If the mare proves not to be in foal, the stallion owner has the option to re-breed the same mare or an approved substitute the

following year. If the mare owner fails to deliver the mare for re-breeding the following year, then any and all fees shall not be refundable and this contract is thereby cancelled. If the mare dies or becomes unfit for breeding, the mare owner may return the following year with a substitute mare approved by stallion owner. Mahlstedt Ranch stallions are NOT available May 20th through August to the public.

6. **Substitution.** This contract is non- assignable and non-transferable. It is understood that should the above named stallion die, or become unfit for service prior to settling the Mare, this contract shall become null and void. The Mare Owner may be given the option to breed the above named Mare to another Mahlstedt Ranch stallion that is agreed upon by both the Mare and Stallion Owner at an adjusted fee. If another stallion is not available, the stud fee (less the booking fee) will be refunded to the Mare Owner and the parties to this agreement will be released from any further rights, obligations, or liabilities hereunder. In the event the Mare fails to settle to the above named Stallion, the Mare Owner may substitute another mare agreed upon by the Stallion Owner for either the current breeding season, or the following season only.

7. **Breeders Certificate.** A Breeders Certificate will be issued to the Mare Owner upon notification of the birth of the live foal and after all fees and expenses have been paid in full.

Binding and Entire Agreement: When the above named Mare Owner signs and returns one copy of this contract to the Stallion Owner, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full and accompanied by the required fee payment. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and Stallion and supersedes all other agreements or understandings between the parties, whether oral or written concerning the breeding of the Mare and Stallion. This contract is entered into in the State of Montana and will be interpreted and enforced under the laws of Montana.

I accept the above agreement:

Mare Owner Name: _____ AQHA Number: _____

Address: _____ City, State, Zip _____

Telephone: _____ Email: _____

Signature of Mare Owner: _____ Date: _____

Full Payment of \$ _____ has been received: _____

Mahlstedt Ranch, Inc. Agent _____ Date _____

Mail to: Mahlstedt Ranch, Inc., Attn. Tana Canen, 201 Olmstead Lane, Glendive,
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