



ON FARM BREEDING CONTRACT

**Lake Nowhere Judah**

This JACK BREEDING CONTRACT for the breeding season of 2019, is made and entered into on \_\_\_\_\_ by and between Katherine Browne of West Elk Equine herein after designated breeder, and

\_\_\_\_\_ herein after designated mare owner. Mare/jennet owner agrees to

breed the Mare/jennet \_\_\_\_\_, Reg.No. \_\_\_\_\_, to the Mammoth Jack, Lake Nowhere Judah, for the fee of \$500.00 for one mare, \$650 for one jennet, or \$900 for two mares, and \$1,200 for two jennets. Please contact us directly for additional multiple mare/jennet discount information. This includes a live foal(s), subject to the following conditions:

The full breeding fee is payable upon execution of this contract. All other expenses, when mare/jennet is picked up or when mare/jennet owner is invoiced, whichever is first. Invoices are payable upon receipt. Mare/jennet owner may not remove mare from breeder's possession until all expenses are paid in full including veterinarian expenses.

Breeder agrees to provide suitable facilities for the care and feed of mare/jennet and/or foal while in his custody. Mare/jennet owner agrees to pay for care and feed at \$8 per day for dry mares and \$10 day for wet mares.

Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will

examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian and farrier expenses will be paid by Mare/Jennet Owner.

Mares/Jennets that are not halter broken or otherwise dangerous will not be accepted. The mare/jennet shall be in a healthy and sound breeding condition, free from infections contagious and transmissible diseases. A current negative Coggins test and a photo copy of registration papers (both sides if registered) are required. Current vaccinations and worming are also required. At a minimum we require Eastern and Western Equine Encephalitis, West Nile Virus, Rhino (EHV1 & EHV4), and Tetanus.

If the mare/jennet is in questionable condition, then breeder's veterinarian will examine and/or test the mare/jennet at mare/jennet owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition. Breeder agrees to diligently try to settle mare/jennet; however, if mare/jennet fails to settle, for any reason, mare/jennet owner will hold breeder blameless. Mare/jennet owner agrees to give breeder ample opportunity to settle the mare/jennet, including a minimum of 3 breeding cycles. West Elk Equine may utilize live cover or on farm artificial insemination. Mare/ Jennet owner agrees to the use of breeding restraints, twitch, and/ or oral Dormosedan gel as a sedative if deemed necessary for the safety of the jack, West Elk Equine staff, and mare/jennet.

This contract contains a 'Live Foal Guarantee'. A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead there are return privileges for the 2020 season only if breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare/jennet should miscarry, abort or prove barren after leaving the breeder's premises, mare/jennet owner has the privilege to return her for rebreeding during the current breeding season, or the following year, 2020.

If the mare/jennet owner fails to rebreed the mare/jennet the following year, then any and all fees become forfeited, the right to rebreed is cancelled and the jack owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties. A 'Breeder's Certificate' will be issued for the foal conceived by this mating when jack fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands and nurses by this mating.

Both parties agree that West Elk Equine, the breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare/jennet and/or foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the breeder; and the mare/jennet owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion.

Return signed contract and appropriate fees to:

West Elk Equine  
800 Sierra Vista Way  
Gunnison CO 81230  
970-275-9870  
katherine@westelkequine.com

It is further agreed that should the jack die, be sold by the owner, or become unfit for service, prior to settling the mare/jennet, that the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the breeder has the option to accept another mare/jennet as a replacement. This contract is non-assignable and non-transferable. The mare/jennet owner is responsible for all personal property taxes and full insurance on mare/jennet and foal (if desired).

Company \_\_\_\_\_

Policy Number \_\_\_\_\_

Telephone # \_\_\_\_\_

This contract is entered into in the State of Colorado and will be interpreted and enforced under the laws of that state. If any clause in this contract is against state laws, then that clause shall be null and void. Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Additional conditions should be individually initialed by each party. If none, check box. [ ].

When the mare/jennet owner and breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Katherine Browne  
West Elk Equine  
800 Sierra Vista Way  
Gunnison CO 81230  
Breeders (or authorized agent's)

Signature\_\_\_\_\_

Date\_\_\_\_\_

Owner Name\_\_\_\_\_

Owner Address:\_\_\_\_\_

City\_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone  
Numbers\_\_\_\_\_

Owner (or authorized agent's) Signature \_\_\_\_\_

Date\_\_\_\_\_

If multiple mares please provide description of additional mare on back.

Copies of registration papers if applicable and photos are appreciated.

Description of Mare/Jennet and foal if applicable:

Name: \_\_\_\_\_

Year Foaled \_\_\_\_\_

Color: \_\_\_\_\_Breed/Registration

# \_\_\_\_\_

Foal Name \_\_\_\_\_

Sex \_\_\_\_\_

Color\_\_\_\_\_