



ON FARM BREEDING CONTRACT
Lake Nowhere Judah

Our breeding season is April 1st-August 31st unless special arrangements have been made

This JACK BREEDING CONTRACT for the breeding season of 2021, 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, \$600 for one jennet. **Breeder reserves the right to deny breeding to any jennet(s) within the state of Colorado or surrounding states to limit future direct competition.** Please contact us directly for additional multiple mare/ jennet discount information. This includes a live foal(s) guarantee, subject to the following conditions:

The full breeding fee is payable prior to 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 and farrier 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/jennets and \$10 day for wet mares/jennets.

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. West Elk Equine may utilize live cover or on farm artificial insemination. Mare owner agrees to the use of breeding restraints, twitch, and/ or sedation if deemed necessary for the safety of the stud, West Elk Equine staff, and the mare/jennet. Sedation will be billed to the mare/jennet owner at our cost or by our veterinarian(s).

We require that all mares/jennets arrive with no shoes for breeding. Mares/jennets arriving with shoes will be pulled at owner's expense for the safety of our stud. At a minimum we require no rear shoes. We also offer reproductive IM hormone shots including but not limited to Lutalyse, Oxytocin, and Estrumate. We also offer basic uterine flushes. These shots are invoiced to the client at the rates below and client agrees to hold West Elk Equine harmless for any related side effects, injuries, or reactions to the injections or flushes.

Oxytocin Injection (to clear uterine fluid) : \$5/each

Lutalyse Injection (short cycling): \$15/each

Estrumate Injection (uterine clearing and short cycling): \$15

Uterine Flush: \$45

All other reproductive services will be performed by our veterinarian Dr. Darby Sullivan and/or Dr. Becky Sondergard unless they are unavailable and will be billed directly to the client including but not limited to uterine lavage, uterine flush, uterine cultures and biopsy, reproductive exams, and ultrasounds. Clients are required to open an account with Dr. Darby Sullivan and all invoices must be paid prior to pick up.

Mares/Jennets that are not halter broken or otherwise dangerous will not be accepted. Breeder reserves the right to refund the breed fee and refuse any dangerous mare(s)/jennet(s) at any time we see fit. 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 photocopy 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. **Maiden mares and jennets over the age of 10 are required to have a negative uterine**

culture taken during their heat cycle and are strongly encouraged to perform a uterine biopsy. This also applies to mares and jennets over 10 years old with unknow reproductive history. Mares are jennets that do not settle after three breeding cycles are required to obtain two uterine biopsies for cell layer analysis and culture, an ultrasound, and a cervical exam to resume further breeding efforts. Mares/ jennets that are found to be sub-fertile may seek treatment prior to resuming breeding efforts.

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.

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 2022 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, 2022.

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. If the mare/ jennet fails to settle or produce a live foal after two consecutive seasons, 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 stud.

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, optional).

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. [] .

Dates or month you will bring your mare(s)/ jennet(s)

If multiple mares/jennets please provide description of additional mare on back. Copies of registration papers if applicable and photos are appreciated.

1. Description of Mare/Jennet and foal if applicable:

Name: _____
Year Foaled _____
Color: _____ Breed/Registration # _____
Foal Name _____
Sex _____ Color _____
Reproductive History (Maiden mare, number of previous foals, any complications or special needs we should be aware of) _____
Behavioral Issues or Safety Concerns: _____
Special Nutritional Requirements (Please bring any grain or supplements you would like us to feed beyond hay):

Mare/Jennet #2

Description of Mare and foal if applicable:

Name: _____
Year Foaled _____
Color: _____
Breed Registration # _____
Foal Name _____
Sex _____
Color _____
Reproductive History (Maiden mare, number of previous foals, any complications or special needs we should be aware of) _____
Behavioral Issues or Safety Concerns _____
Special Nutritional Requirements (Please bring any grain or supplements you would like us to feed beyond hay):

Mare/Jennet #3

Description of Mare and foal if applicable:

Name: _____
Year Foaled _____
Color: _____
Breed Registration # _____
Foal Name _____
Sex _____
Color _____

Reproductive History (Maiden mare, number of previous foals, any complications or special needs we should be aware of) _____
Behavioral Issues or Safety Concerns _____

Special Nutritional Requirements (Please bring any grain or supplements you would like us to feed beyond hay):

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 _____