

**Broken Road Ranch**  
Kim & Christine Hickman  
4000 17 Mile Rd.  
Troy, MT 59935  
(406) 212-8466



**Ryegate RLK Moro**  
AMHA #00150061  
Full Lippitt Black Morgan Stallion  
*2012 Stud Fee ~ \$400*

### BREEDING CONTRACT

Mare Owner: \_\_\_\_\_ Date: \_\_\_\_\_

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

Phone - Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Breed: \_\_\_\_\_

(Attach pedigree) \_\_\_\_\_

A non refundable booking fee of \$150.00 shall be paid to Broken Road Ranch by the mare owner upon execution of this agreement. The sum of \$250.00 shall be paid before the mare is removed from Breeding Facility (hereby known as Broken Road Ranch). Refunds on stud fees will only be given if the stallion fails to perform. There will be no refunds on mare care, or any veterinary or farrier charges. Refunds will not be given if the mare owner decides to breed said mare to another stallion at any time during the term of this contract (2 breeding seasons).

#### Contract Terms:

- A. The Breeding Season begins on April 15th and ends July 31<sup>st</sup>, unless special arrangements have been made.
- B. This contract is valid for two (2) breeding seasons.
- C. Multiple mare discounts may apply by private treaty, however the mares must be booked and all booking fees paid for at the same time, or there will be no discount provided.

#### Board:

Board is due prior to mare leaving the facility at a rate of \$5.00 per day for mare or \$7.00 per day for mare and foal, payable to Broken Road Ranch. This price is subject to change at any time, due to fluctuating costs incurred by Broken Road Ranch.

#### Conditions:

- A. Mare must arrive at Breeding Facility in healthy and breedable condition; that is free from any known sickness, disease or infection.
- B. All mares shall be accompanied by health certificate indicating current vaccinations for Equine Influenza, Rhinopneumonitis, Tetanus, and Sleeping Sickness. Mares not accompanied by such a certificate shall be vaccinated by the Breeding Facility's veterinary service shortly after arrival at mare owner's expense. Mares must also be accompanied by a veterinary certificate showing negative results of a uterine culture & cytology taken within the 45 days prior to the desired breeding date. Mares without a certificate of negative culture will have a these tests performed by the Breeding Facility's veterinarian of choice at the mare owner's expense. Maiden mares do not require a culture and cytology.
- C. Mares must be halter broke, and able to be hobbled. If barefoot, hind hooves must have been recently trimmed and rasped smooth. Newly shod mares should have hind shoes removed; worn shoes may remain.
- D. The mare owner agrees to accept responsibility for all veterinary and farrier expenses as deemed necessary by the stallion owner and their veterinary services. This shall include any and all procedures necessary to breed the mare and any routine or emergency services. These fees must be paid by the mare owner upon presentation.
- E. All fees including veterinary, farrier, board and any other incurred must be paid in full before mare leaves the breeding facility.
- F. Mare owner may substitute another approved mare if original mare fails to settle within 3 breeding cycles. If mare owner does not substitute another mare within this time period, additional handling fees may apply or

mare owner risks forfeiture of stud fees. This breeding contract is non-transferable to another mare or another individual without the consent of Stallion Owner.

**Risk of Loss:**

All responsible efforts will be made to provide visiting mares and foals with proper care to ensure their health and safety. However, stallion owners, or their representatives shall not be held liable for any loss, sickness, disease or injury during the time they are in the custody of the breeding farm. The mare owner understands that the breeding facility does not carry any of the horses that are in their possession for breeding and for boarding on any liability, accident, injury, theft or equine mortality insurance. All the risk to the mare or mare and foal are to be borne by the mare owner.

**Registration and Breeding Documents:**

Stallion Owner shall provide a registration application for mares bred on the farm and all signatures required from a stallion owner to enable registration of the foal from this breeding with the appropriate horse registries, once all payments have been received in full.

**Live Foal Guarantee & Rebreding Privileges:**

If for any reason a serviced mare does not produce a "live foal", defined as a foal standing and nursing without assistance for a period of 24 hours after birth, stallion owner guarantees to provide return breeding privileges for the serviced mare during the balance of the contracted breeding season and for the following calendar year, if necessary. This Live Foal Guarantee becomes invalid if the stallion should die, be castrated or is sold. The Live Foal Guarantee is also void if the mare is put back into training for any performance sport (i.e. Endurance, Racing, Reining, etc.) Rebreding dates to be at the mutual convenience of stallion and mare owners. If rebreding is necessary no additional stud or handling fees will be charged and the terms and conditions of this agreement will remain in effect for the extended period with veterinary, farrier and boarding charges being charged at the then prevailing rates.

If the mare does not become pregnant within two breeding seasons, the mare owner no longer has breeding privileges to the stallion, and all fees paid are forfeited.

**Venue, Costs and Attorney Fees:**

It is further agreed that in the event it is necessary for Stallion owner to hire any attorney to enforce the terms of this contract, or to defend against an action brought by the mare owner, whether or not it results in a lawsuit filed in a court of competent jurisdiction stallion owner shall be entitled to reasonable attorney fees and costs. In the event it is necessary to resort to a court of law in order to enforce the terms of this contract or to defend against an action against the mare owner, it is agreed between the parties that the venue of said court action shall be exclusively limited to the State of Montana.

**WE HAVE READ, FULLY UNDERSTAND, AND AGREE TO THE ABOVE CONTRACT.**

MARE OWNER:

DATE:

\_\_\_\_\_

\_\_\_\_\_

STALLION OWNER:

DATE:

\_\_\_\_\_

\_\_\_\_\_