

Burchett Equine Center
P.O. Box 1091
826 Knox Chapel Road
Social Circle, GA 30025
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<http://burchettstallions.com>

This is an agreement wherein _____ (Mare Owner), has engaged
Burchett Equine Center (Breeder and Agent for owner of said stallion), for one service to the Stallion,
_____, for the mare, _____, Breed _____,
Reg. No. _____, for the _____ breeding season at the fee of \$_____.

This agreement subject to the following terms and conditions:

1. The non-refundable booking fee/chute fee of \$ _____ is payable upon execution of this contract. The balance of the stud fee, \$ _____, must be paid, with all other expenses, when mare is picked up or when Mare Owner is invoiced, whichever occurs first. Invoices are payable upon receipt. **Mare Owner may not remove mare from Breeder's possession until all expenses are paid in full.**
2. Breeder agrees to provide suitable facilities for the care and feeding of mare (and foal, if applicable) while in its custody. Mare Owner agrees to pay for care and feed at \$ _____ per day for wet field mares, \$ _____ per day for dry field mares or \$ _____ per day for box stall.
3. 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 Owner.
4. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious, and transmissible diseases. A current negative Coggins Test, Photostatic copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany mare; if they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute liquidated damages.
5. Mare Owner agrees to pay \$ _____ to have mare foal on Breeder's premises. Mare Owner shall pay all veterinarian expenses incurred in connection with the foaling.
6. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder harmless for such failure to settle. Mare Owner agrees to give Breeder ample opportunity to settle mare. Mare Owner acknowledges that the Breeder cannot guarantee that a mare will settle.
7. Live Foal Guarantee: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn a return season is guaranteed for the following year only, providing proper notification is given. Proper notification is a written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare owner certifies that such abortion or death did not result from any act or omission of the mare owner. Booster rhinopneumonitis 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 Guarantee.
8. **All REBREEDS** will be charged a chute fee the following year.
9. Paint Color Guarantee. Rebreed in _____ with a \$ _____ rebooking fee.
10. The breeding season in force for this contract shall begin February 1st and close June 20th the year dated on contract.
11. All mares must stay at Burchett Equine Center until pronounced 35 days in foal.
12. A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
13. The Mare Owner does hereby agree that Burchett Equine Center, the Breeder, their agents or employees are not liable for death, sickness, and/or accident including consequential damages caused to the mare and/or foal, unless such death, sickness, and/or accident was caused by the willful and wanton gross negligence of the Breeder. The Mare Owner is not liable for death, sickness, and/or accident including consequential damages caused to the stallion.

- 14. In the event of the death or incapacity of the Mare, Mare Owner has the opportunity to breed a substitute Mare to the Stallion, provided that the Breeder has given advance approval in writing of the proposed substitute mare. No refunds shall be permitted. In the event of Stallion's death or unfitness for breeding, the breeding fee will be refunded but the booking fee will, at all times, be retained by the Breeder.
- 15. This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes and for providing full insurance coverage as to sickness, injury or death of the mare and/or foal. Insurance information must be provided in the form of a declaration statement from the insurance carrier prior to or at the time the mare is delivered to Breeder.
- 16. This Contract is governed by the laws of the state of Georgia. All accounts are due and payable in Walton County, Georgia.
- 17. This contract is not valid unless completed in full. When Mare Owner Signs and returns the contract and booking fee to Breeder it will become a binding contract on both parties.

Mare Owner: _____

Mare Owner or Agent Signature: _____

Mare Owner's Address: _____

Telephone: _____ Alt. Phone: _____

Insurance Info on Mare _____

Booking Fee of \$ _____ Date _____

Credit Card # _____

Expiration Date _____

Authorization Signature _____