Blue Dreamin' Farms/Megan Bittle

Farm:44053 Glenn Baker Rd Ahwahnee, CA 93601 * Mailing: P.O. Box 192 Ahwahnee, CA 93601 (408)242-2380 www.bluedreaminfarms.com msbluedreamin@sti.net

Stallion Service Agreement and Breeding Contract for **Blue Dreamin Catadude**

The following agreement is made between Megan Bittle, Stallion Owner, and ______, the Owner or lessee of the mare on this day of ______.Owner agrees to present the MARE: ______ REG#: _____ for breeding to the liver chestnut STALLION: Blue Dreamin Catadude REGISTRATION#: NASPR#USA008P0631461212 during the 2019 breeding season, beginning February 15th and ending August 1st, subject to the following terms and conditions and mare owner wishes this mare to be bred to this stallion:

1. The Stallion Service fee is at \$1,000 (includes booking fee of \$200) If semen is to be shipped, mare owner must further pay a shipping charge per shipment and mare owner must pay collection fee of \$300.00 per collection, this fee will be due and payable to Troy Ford Veterinary where Blue Dreamin Catadude will be collected. If breeding mare live cover, there is an on farm chute fee of \$250. This completed contract and a copy of Mare's registration papers, should they apply, and PHOTO of mare, must be received along with the breeding and booking fees prior to collecting or shipping semen.

2. It is understood that all subsequent shipments and collection fees, if necessary, must be paid in advance by owner.

3. Under this contract a live foal is guaranteed. It is agreed that a live foal is defined as live and nursing for 72 hours. If mare fails to produce a live foal and Megan Bittle is notified in writing by an attending veterinarian within seven (7) days of the death of such foal, then in such an event the Mare, or substitute approved by Megan Bittle may be returned to the stallion for breeding the following season for 2020 ONLY. NO BREEDING GUARANTEE SHALL APPLY IF THE MARE HAS NOT BEEN REGULARLY VACCINATED AGAINST **RHINOPNEUMONITIS.**

4. There will be no rebreeding fee for a mare returned to the stallion under the Live Foal Guarantee providing the mare was checked in foal for a minimum of (45) days after having been bred to the stallion. Otherwise a rebreeding fee of \$200.00 will be charged. The breeding fee will not be refunded.

5. If mare dies, becomes unfit to breed, or after attempting to get mare in foal with no success, Owner may return during this season or the following season of 2020 with a substitute mare approved by Megan Bittle, without additional breeding fee.

6. If Owner fails to return mare for rebreeding the following year, then any and all fees paid shall be forfeited, the right to a rebreed is cancelled and the stallion owner, Megan Bittle, is released from all further obligation to this contract.

7. It is further understood that should the above named stallion die, or become unfit for service for any reason, then this contract will become null and void and both parties are relieved of any further obligation hereunder.

8. There is no guarantee that the stallion will be available except during the season the breeding is purchased for and there is no substitute stallion currently owned by Megan Bittle.

9. Mare owner must give 48 hour notice to Stallion owner prior to shipping and needing semen. It is the responsibility of the Mare Owner and his/her veterinarian to confirm Troy Ford Veterinary shipping days. Semen will be shipped in the order we were notified. There is no guarantee of availability of cooled semen. It is understood that due to show schedules Megan Bittle is not responsible if said Stallion is unavailable for collection. If in the rare event that the stallion is unavailable and frozen semen is available and requested by Owner, it may be used.

Stallion Owner's Initials:_____ Mare Owner/Lessee's Initials:_____

11. ON FARM BREEDING (Live Cover):

a. Diligent efforts will be made to impregnate mare. Megan Bittle will have the sole decision of determining the best method of breeding mare. Mare owner agrees to give Megan Bittle ample opportunity to settle mare. However for any reason mare does not become pregnant, mare owner agrees not to hold Megan Bittle, stallion owner, liable.

b. Owner agrees that mare offered for breeding shall be in sound breeding condition and free from infection or disease. Mare must be current on all vaccinations and deworming 30 days prior to coming to arrival. NO EXCEPTIONS! Mares height must be approved by Megan Bittle for live cover!

c. Waiver of Liability: It is understood and agreed by Owner that Megan Bittle and/or representatives will not be held responsible for accidents, sickness, injury, or death of Mare and/or her foal. Megan Bittle will exercise judgment in the care and supervision of said Mare and her offspring. Furthermore, Megan Bittle, shall not be held liable for any negligence or errors and assumes no liability whatsoever for Mare and Owners. Owner agrees to hold Megan Bittle and/or representatives harmless from any and all claims arising from or based upon negligence and gross negligence arising from mare or representatives being on premises. Owner's horse(s) under the care of Megan Bittle will not be liable or responsible for any damage, injury, or death of breeding stallions, veterinarians, or other animals in the care of Megan Bittle, whether or not caused by Owner's horse(s).

d. Mare Owner agrees to pay a board rate of \$20.00/day for mare and/or \$8.00/day for foal at side. All expenses such as board, veterinary expenses, foot care, etc. will be due monthly and the Mare Owner's responsibility.

12. A breeder's certificate will be issued upon notification of the birth of the foal, if applicable.

13. Legal Construction. These prices are only guaranteed for the breeding season that corresponds to the signed date on the contract. This agreement has been made in the State of California and shall be construed and enforced in accordance with the laws of the State of California.

14. Scope of Agreement. This agreement constitutes the entire agreement between parties; no representation, warranty, condition or understanding or agreement of any kind shall be binding on the parties unless incorporated herein.

Mare Owner's Signature:		Date:
Mare Owner Printed Name:		
Address:		
City:	State:	Zip:
Phone	E-Mail:	·

 Megan Bittle
 Date:

 Farm address:
 <u>44053 Glenn Baker rd Ahwahnee, CA 93601</u>

 Mailing address:
 <u>P.O. Box 192 Ahwahnee, CA 93601</u>

 Phone:
 <u>408-242-2380</u>

 Website:
 <u>www.bluedreaminfarms.com</u>

 Email:
 <u>msbluedreamin@sti.net</u>

PLEASE MAKE ALL CHECKS PAYABLE TO MEGAN BITTLE. THANK YOU!

Mare Information			
Mare's Registered name:			
Breed:	Registration #:	Year Foaled:	
Mare's Color:			
Veterinarian used/preferred	narian used/preferred in emergency:		
Colic surgery candidate (pl	ease circle and initial): NC	O YES Initial:	
Is Mare insured: Yes:N	D:		
If yes: Insurance ca	rrier:	Policy number:	
Carrier's address:			
Insurance contact f	or emergencies:	phone#:	
Registered Mare Owner, if Address:			
City: Phone	State:	Zip:	
Current Breeding Status:			
Maiden:Open:		In Foal:	
Last Year foaled:		Last Breeding date:	
Any previous foaling comp	lications:	Due to foal:	
		Sire of foal:	