

**BREEDING BOOKING CONTRACT FOR  
El Duc KMA Reg #0180-W / SWS Black Hawk\***

**SpringWater Station Kiger Mustangs  
35585 S.E. Tracy Rd,  
Estacada, Oregon, 97023  
Phone No. (503) 630-3532**

**THIS AGREEMENT** made on Date: \_\_\_\_\_, by and between, Gerry O. Thompson (stallion owner) and \_\_\_\_\_ (mare owner).

The breeding shall be done: On-Site \_\_\_\_\_, Transported Semen \_\_\_\_\_.

- 1. STUD FEE:** Seven Hundred Dollars (\$700.00) for El Duc, Five Hundred Dollars (\$500.00) for SWS Black Hawk.
- 2. Veterinarian charge for ultrasound to confirm breeding is the responsibility of mare owner.**
- 3. Payment:** Mare Owner agrees to pay a non-refundable booking fee of One Hundred and Fifty Dollars (\$150.00) upon execution of this agreement (deposit forfeited if Mare does not arrive at ranch by August of that year.) b. The balance of the stud fee and all additional charges such as Vet fees (if any), Mare care charges, on the date of pick-up of mare from ranch or shipping of Semen.
- 4. Deposit for Equitainer:** A two hundred and fifty dollar deposit is required to insure prompt return of equitainer, This deposit may be secured with a credit card. Deposit will be returned Promptly to mare owner if equitainer is returned within one week. A \$25.00 per day will apply to equitaniners returned late.
- 4. Mare Care:** For on-site breeding In addition to the stud fee, Mare Owner agrees to pay the following: Seven dollars per day for feed and stall; Eight dollars per day for "wet mare"(mare with foal at side). This fee includes feed and boarding cost.
- 5. Live Foal Guarantee:** In the event that Mare Owner's mare does deliver a live foal, "Live Foal" meaning able to stand and nurse for at least forty-eight (48) hours after birth. Death of the foal before qualification as a live foal must be certified in writing by a veterinarian and received by SWS within ten days of foaling date. Stallion Owner agrees to breed that same mare again for no cost of additional Stud fee consideration at any time during same or the next breeding season at Mare Owners request after mare has been veterinary checked and treated for any genital tract infections. Mare Owner will be responsible for any additional mare care fees Stallion Owner shall have no further liability hereunder for servicing said mare. A substitute mare may be used if said mare is found infertile or dies before she settles.

**6. Veterinarian Certificates:** For all mare breed at SWS mare owner warrants that said mare is free from disease or infection that could be transmitted to other horses, and agrees to provide, upon arrival, a veterinarian certificate, showing freedom from disease or infection. This shall include proof of a negative Coggins, and test for EIA within one year of arrival at ranch. Stallion Owner reserves the right to reject any mare that is in poor condition or one that is unmanageable, or mares that are not halter broken Stallion Owner warrants that said stallion is free from disease or infection that could be transmitted to said mare, and agrees to pay for and provide a veterinarian certificate, showing such freedom from disease or infection.

**7. Veterinarian Care:** Stallion Owner agrees to use reasonable care and caution for said mare while in his possession or control, pursuant to this agreement, and is authorized to obtain any necessary reasonable veterinarian as required, but only after taking steps to contact Mare Owner without success. Any resulting fees from such emergency will be the responsibility of Mare Owner.

**8. Risk of Loss and Hold Harmless:** Mare Owner agrees to assume the risk of loss due to injury, sickness, or death of said mare except where caused by negligence of Stallion Owner, his agent or employee. For shipped semen the stallion owner's responsibility ends when semen is shipped and thereafter becomes the ownership of the mare owner. Mare owner accepts all risk of shipment and shall direct SWS as to method of shipment preferred i.e. Fed-Ex or similar carrier; a \$50.00 courier charge to mare owner, if delivery of semen to an airport is required. SWS veterinarian will certify semen of good quality prior to shipment if mares fail to become impregnated due to shipping delays or other factors outside the control of SWS additional semen will be provided the mare owner, at his request, for a \$250.00 collection fee plus shipping expense.

**9. Registration:** Stallion Owner agrees to execute all necessary documents of the registration of the offspring of the breeding. Registration of off spring will be at mare owner's expense.

**10. Termination:** Either party may terminate this Agreement for failure of other party to meet any material terms of this Agreement. In the case of any default by one party, the wronged party shall have the right to recover reasonable attorney's fees and court costs as a result of said default. In the event that Stallion dies, or in any way becomes unfit for breeding, then this Booking Contract becomes null and void and any deposit will be returned.

This Agreement is governed and shall be construed under the laws of the State of Oregon.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
**Stallion Owner, Gerry O. Thompson**

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
**Mare Owner**

Print Owner's Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone# \_\_\_\_\_ Cell \_\_\_\_\_

Mare's Registered Name: \_\_\_\_\_  
Registration# \_\_\_\_\_ (please attach copy of mare's reg papers)  
Mares Attending Veterinarian: \_\_\_\_\_  
Phone \_\_\_\_\_ Cell \_\_\_\_\_

**Street Address where semen will be shipped**

Closest Airport: \_\_\_\_\_  
Physical Address \_\_\_\_\_  
City/state/zip: \_\_\_\_\_

**Payment Information:**

Visa/Mastercard number \_\_\_\_\_ Three digit code \_\_\_\_\_  
Exp date \_\_\_\_\_

\* Circle stallion of choice.

**SpringWater Station attending Veterinarian contact point:**

Lori Clark, Eagle creek, Oregon 503-341-4591