



*Iron Hills Farm*

Manny and Ashley Amick-Balmez -526 East Kelly Rd. Centerville TN, 37033 -Cell: 615-330-4349 [www.ironhillsfarm.com](http://www.ironhillsfarm.com)

Onsite Breeding Agreement

**1. PARTIES.** This On Site Breeding Agreement is made and entered into as of this \_\_\_\_\_ (Day, Month, Year) hereafter the ("Effective Date") by and between Ashley Amick Balmez, Address: 526 East Kelly Rd. Centerville, TN 37033, Referred to on this document as: ("Stallion Owner "), and

Name/PH#: \_\_\_\_\_

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

Referred to on this document as: ("Mare Owner ").

**2. BREEDING PRIVILEGE.**

The Mare Owner has contracted   1   Breeding service(s) to the following Stallion:

Name: ADRIANUS TMR Breed/Registration: Friesian - FHANA # 840004201602966 (hereafter "Stallion") for the following mare:

Name \_\_\_\_\_ Breed/Registration: \_\_\_\_\_ Color \_\_\_\_\_

(hereafter "the Mare") on the terms and conditions set forth herein for the breeding season.

(Breeding Season Date: \_\_\_\_\_)

**3. STALLION SERVICE and BOARDING FEES.**

The Stallion Breeding Fee is   \$800   and shall render breeding services to the Stallion for the stated breeding season and is payable concurrently with execution of this Agreement.

The booking fee is   \$100   and is included in the total breeding fee. The booking fee reserves the Mare owner 1 breeding to the aforementioned stallion for the breeding year \_\_\_\_\_

The total fees/board/etc. shall be paid prior to the Mare leaving the Stallion Owner facility. Mare Owner will deliver the Mare to the Stallion Owner's Farm or facility on or about the following date \_\_\_\_\_.

Mare Owner agrees to pay the following boarding daily fees for each day the mare or mare and foal are on the Stallion Owner's premises :

**4. BREEDING SERVICES.**

The Breeding Service shall be (check one)      live      artificial insemination (AI) or      left to the discretion of the Stallion Owner.

**5. MARE'S CONDITION AND OWNERSHIP.**

The Mare Owner represents and warrants that he/she is the legal owner of the mare, and the Mare is in sound breeding condition and free from any disease or infection. Mare Owner further represents and warrants that the Mare is halter broke and not a danger to the staff of the Stallion Owner. Mare's hind shoes must be removed prior to arrival and negative coggins papers current within 12 months must be provided.

Mare Owner represents and warrants that he/she/ has the authority to enter into this agreement. Though not required, it is recommended that the mare receive a reproductive exam/ultrasound prior to arrival to scan for follicle activity, current cycle position, and overall reproductive health of the mare. If after 3 attempts to breed said mare have not resulted in a live pregnancy, a reproductive examination and culture test performed by a licensed veterinarian is required, or, with stallion owner's consent, a substitute mare may be used in the self-same breeding year.

**6. SUBSTITUTION OR ASSIGNMENT.**

Assignment. Neither party may assign or transfer this agreement without the prior written consent of the other party. The Breeding fee is non-refundable with the exception of the following; Substitution in the event of the Stallion's death, sale, or infertility. In the event Stallion becomes unavailable for breeding due to Stallion's death, sale, or injury/illness that results in the stallion becoming infertile as confirmed by a licensed Veterinarian and prior to the Mare conceiving a foal by the Stallion, then Stallion Owner shall notify Mare Owner and Mare Owner shall have the option of (1) canceling this agreement and Stallion Owner will refund the Stallion Breeding Fee (2) Mare Owner may request breeding to another stallion owned by Stallion Owner as agreed upon by both Stallion Owner and Mare Owner.

**7. LIVE FOAL GUARANTEE.**

7.1. Subject to the conditions in paragraph 7.2 below, Stallion Owner guarantees one "Live Foal" in the year following the breeding. The term Live Foal shall mean a foal that will stand and nurse without assistance. In the event that the Mare does not deliver a live foal during the year following the breeding, then Mare Owner shall be entitled to one additional re-breed the self same year that the mare was due to foal originally, to the same Stallion subject to the provisions of this Agreement. 7.3. The Live Foal guarantee however shall be void and the Stallion Owner released from any liability or obligation in the event that: a) the Mare is sold by the Mare Owner prior to foaling unless Stallion Owner agrees in writing to continue the Live Foal Guarantee; b) Mare Owner breaches any representations or warranties as set forth in this agreement; c) Mare's failure to give birth to a live foal is due to the actions or inactions of Mare Owner; d) the booster rhinopneumonitis vaccinations are not administered by the Mare Owner in the 5th, 7th, and 9th month of pregnancy; e) the Mare Owner

does not provide Proper Notification to Stallion Owner within one week of the date the Mare aborts her foal or delivers a stillborn foal. "Proper Notification" shall be defined as a Licensed Veterinarian examination of the mare and non-viable foal.

7.4 If mare has not produced a live foal following two (2) breeding seasons, this breeding agreement and contract will be complete and Iron Hills Farm, it's owners, assigns, agents etc. will have no further obligation to continue breeding the mare and no fees will be refunded.

7.5. Breeder's Certificate. A breeder's certificate (if applicable) will be issued to the Mare Owner after all fees and expenses have been paid in full and upon notification of birth of a live foal.

**8. LIMITATION OF LIABILITY;ASSUMPTION OF RISK AND INDEMNITY.**

8.1. Limitation of liability. Mare Owner agrees that the Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any consequential damages arising out of any transaction or activity pursuant to this agreement.

8.2. Assumption of risk. Mare Owner understands that engaging in equine activities including breeding a mare or boarding the mare or foal at another farm or facility is an inherently dangerous activity and that by so doing mare and/or foal are exposed to dangers both known and unknown including illness, injury, disease or death to the mare and/or the foal. Horses are large unpredictable animals which are dangerous and present a risk of injury no matter the amount of training they have and no matter what level of experience Stallion Owner has and no matter the situation.

8.3. Indemnity. Mare Owner agrees to defend, indemnify and hold Stallion Owner and its officers, members, employees, directors or agents harmless from and against any and all claims, demands, judgments, loss, liability or damage including attorney's fees or costs, that Stallion Owner may occur arising out of or in any way connected with Mare Owner's presence on or use of Stallion Owner's facility or the breeding services provided pursuant to this Agreement.

8.4. Stallion Owner agrees to hold Mare Owner harmless and free from blame from any consequential injuries or damages caused by the Mare, whether inflicted upon the Stallion or the Stallion Owner or the Stallion Owners facilities or agents.

**9. BINDING EFFECT.**

This Agreement shall bind the parties, their personal representatives, and assigns.

**10. NOTICES.**

All demands, notices, consents, or other communications required or permitted to be given or sent by either party to the other, shall be deemed to have been duly given (1) if delivered by personal delivery (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, to the Stallion Owners address, ( 3) If sent by email to Stallion Owners email: IronhillsfarmTN@gmail.com and the Stallion owner replies through the same mentioned email address that the email from the Mare Owner was recieved.

**11. GENERAL PROVISIONS.**

11.1. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

11.2. Choice of Law. This Agreement shall be governed by the laws of the State of Tennessee. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Hickman (County) Tennessee (State). The parties hereto consent to both venue and jurisdiction.

11.3. Covenants and Conditions. Each provision of this Agreement to be performed by Mare Owner shall be deemed both a covenant and a condition.

11.4. Headings, Terms. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections.

11.5. Attorney's Fees. If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees and costs to be paid by the losing party as fixed by the court or arbitrator.

11.6. Execution and Delivery. This Agreement shall not be binding nor confer any rights upon either party unless and until mutually delivered by and between both parties and signed by both parties.

11.7 ENTIRE AGREEMENT. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement which contains the entire agreement between the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

Additional/specifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

Paid: \_\_\_\_\_ Remainder owed on mare pickup date: \_\_\_\_\_ Paid in Full: \_\_\_\_\_

Mare Owner:

Stallion Owner:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_