

[www.diamondhranch.org](http://www.diamondhranch.org) *Diamond H Ranch, L.L.C* [www.diamondhranchllc.net](http://www.diamondhranchllc.net)

*P.O. Box 315*

*3600 S. Old Skull Valley Rd.*

*Skull Valley, AZ 86338*

*PH. 928-642-8280*

*CallieHDZ@hughes.net*

Name of mare: \_\_\_\_\_ # \_\_\_\_\_

Age \_\_\_\_\_ Color \_\_\_\_\_

Name of Stallion: **All Powered Up** APHA # 733,955

#### Term/Conditions

1. Non-refundable booking fee for 2008: \$250.00 payable to Diamond H Ranch, LLC with this contract. The booking fee (also called: facility fee) will be charged on donated and/or futurity breedings. Please include a copy of the mare's papers with this contract.
2. Breeding fee for 2008 is \$1000.00 payable to Diamond H Ranch, LLC. The breeding fee includes the Non-Refundable Booking fee above. Facility Fee of: \$250.00 will be charged on breed backs the following year for mares that did not produce a live foal. **Special consideration to approved mares and multiple mare discounts are available.**
3. The Stallion named: **All Powered UP APHA #788,130** will be standing at Diamond H Ranch, LLC, for the 2008 breeding season. Mare owner agrees to pay for care and feed at the rate of \$10.00 per day dry, and \$12.00 per day wet.
4. The breeding season begins February 1<sup>st</sup> and ends June 15<sup>th</sup>. Transported Cooled Semen is available. Breeding fee must be paid in full before semen will be shipped. First shipment is included in breeding fee. Subsequent shipments are \$200.00 each. Shipping days are, Monday, Wednesdays and Fridays. 24 hour notice is required before semen needs to be shipped.
5. Upon arrival to the ranch, all mares must be accompanied by a photocopy of the registration certificate, a current coggins and a health certificate indicating current vaccination for equine influenza, rhinopneumonitis, tetanus, and sleeping sickness. Please include uterine culture, if available, and worming records. The breeding facility shall have the attending veterinarian make customary tests if necessary. Evaluation and treatment, if needed will be administered at mare owner's expense.
6. Due care and diligence will be exercised in the breeding, handling and feeding of the mare (and foal) while at the breeding facility. The mare owner agrees to accept full responsibility for any veterinary expenses incurred by the mare and/or foal. Mares that are coming to the ranch must be halter broke. If the mare is not gentle enough to get into the breeding/ palpation chute, mare owner will be charged for any sedation or veterinarian assistance required.
7. The mare owner agrees to allow the stallion ample opportunity to settle the mare (breed mare through at least two (2) heat cycles and/or being certified in foal by a veterinarian). If however, for any reason the mare does not settle, mare owner will hold stallion owner and the breeding facility harmless.
8. Live Foal Guarantee: This guarantee will apply only to mares which have been examined and pronounced in foal by a veterinarian. Stallion owner must be notified within 48 hours. If the mare aborts or if the foal fails to stand and nurse, a return breeding will be provided by stallion owner. Mare owner will be charged a \$250.00 facility fee on the return. Mare owner is responsible for administering Rhinopneumonitis shots to their mare and these must be administered at 5, 7, and 9 months gestation or the live foal guarantee is null and void.
9. Limited Color Guarantee: This contract provides a rebreed option for the same mare if the resulting foal is solid paint bred. A fee of \$250.00 will be charged to mares that produce a solid paint bred colt and a \$500.00 return fee will be charged to mares that produce a solid paint bred filly.

10. Should the above named stallion die or become unfit for service the mare owner may choose another stallion standing at or owned by Diamond H Ranch, LLC, to breed back to upon approval of stallion owner. If the mare dies or becomes unfit to breed prior to the breeding season then the mare owner may use another mare of his/her choice to breed. No booking or breeding fees that have already been paid to Diamond H Ranch, LLC are refundable.
11. Every effort will be made to get each mare in foal, however, if mare does not conceive, booking and/or facility fee shall be forfeited. A breeder's certificate will be issued to the mare owner after all expenses have been paid in full and upon the birth of a live foal.
12. The Stallion owner shall be entitled to interest at the rate of 1 ½ % percent per month on any unpaid balances. In addition, the mare owner shall be liable for any and all collections fees and reasonable attorney's fees. **NO breeder's certificate or registration application will be issued until all amounts due have been paid in full.**
13. If the mare is sold or registration is transferred, all fees are due immediately.
14. The stallion owner and/or breeding facility shall not be liable for any sickness, disease, stray, theft, injury or death which may be suffered by the mare and/or foal or any other cause of action whatever arising out of or being connected in any way with breeding or boarding of the mare and/or foal. This includes, but not limited to, any personal injury or disability, which the mare owners may receive while at the breeding facility. The mare owner fully understands that the stallion owner and/or breeding facility does not carry public liability, accidental injury, theft or equine mortality insurance and that all risks connected with breeding and/or boarding of the mare(s) are to be borne by the mare owner(s).
15. This contract shall not be assigned or transferred by the mare owner without the consent of the stallion owner. If the mare is to be rebred and the mare owner fails to deliver the mare for breeding before June 1<sup>st</sup> of the following year, then any and all fees paid shall not be refundable and the stallion owner shall have no further obligation with respect to this contract and it is thereby null and void.
16. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. This contract is entered into in the County of Yavapai, State of Arizona and will be interpreted and enforced in and under the laws of Yavapai County, Arizona. The Stallion owner and the mare owner agree that this contract shall bind and benefit all parties and their respective heirs, legal representatives, successors and/or assigns. **Please make a copy of this contract for your own records and return original to stallion owner.**

**Diamond H Ranch, LLC.** Agent for Cyndee Bognar

Stallion Owner(s) or Agent

Mare Owner(s) Name (as on Registration Papers)

**P.O. Box 315 / 3600 S. Old Skull Valley Rd.**

Address

Address

City: **Skull Valley** State: **AZ** Zip: **86338**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: **928 – 642-8280** E-mail: **CallieHDZ@hughes.net**

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2008

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2008

Stallion owner/ manager signature

Mare owner signature/ as on registration papers