



P.R.F. Spotless

Stud Agreement



This Agreement is made this day _____ by and between

Miss Kathy Phillips,

44 Priory Street, Corsham, Wiltshire. SN13 0AX

and The mare owner / Lessee

Owner and mare details

I, the mare owner or leased by

At Address:

Telephone:

Fax: Mobile:

Email:

Hereby agree to breed the mare named to the stallion: PRF Zpotless

For the breeding season covering 2021

WITNESS WHEREAS, Owner of Stallion warrants that it is the legal owner of:

Name of Stallion: PRF Zpotless

Age: 4th June 2006

Colour: Black

Breed: American Miniature Horse

Registration Number: AMHA: A204201 / AMHR: 305337A / BMHS Registration in process

And, WHEREAS, Mare Owner warrants that it is the legal owner of:

Name of Mare: _____

Age: _____

Colour: _____

Breed: _____

Sires name & Registration number: _____

Dams Name & Registration number: _____

Registration Number: _____

Due to foal _____ (if applicable)

and, WHEREAS,

The stallion PRF Zpotless will stand at stud during the ____2021____(year) breeding season at the Owner of the stallions Stud Farm, or Nominated Stud Farm, and the parties hereto desire to contract for services to the Mare Owner one season's booking

for ___2021___ (year) to the aforementioned stallion for the services of the mare named above. In consideration for this breeding, MARE OWNER agrees to pay the stud fee of £750 less a discount of £____N/A_____ at the STALLION OWNERS consideration and discretion should more than one mare be submitted for breeding (discounts not guaranteed but are purely at the Stallion Owners own discretion and consideration), in full, in advance, as well as any additional charges involved for board, insemination and care costs.

A £100 non-refundable booking deposit is to be paid upon booking a breeding to the stallion. This deposit will be deducted from the total stud fee when the full stud fee is paid prior to breeding the mare.

No mare will be covered until the stud fee is paid in full in advance.

I also understand that in order to retain re-breeding rights under the live foal guarantee provision herein, that I must also return the completed and signed Veterinary Conformation of Pregnancy Examination.

PLEASE NOTE: IT WILL BE ASSUMED THAT IF THE SAID MARE, IS COVERED BY THE SAID STALLION UNDER THE VERBAL AGREEMENT OF THE MARE OWNER & STALLION OWNER HEREIN, PRIOR TO PAYMENT, ALL CONDITIONS AND PAYMENT OF FEES BECOME DUE UNDER THIS STUD AGREEMENT AND AGREED BY, IN FULL, BY THE MARE OWNER.

BY SENDING THE SAID MARE TO BE BRED BY THE SAID STALLION THE MARE OWNER HAS ENTERED INTO THIS STUD CONTRACT IN ITS ENTIRITY.

SIRE OWNER agrees that a stud fee of ___£750___ will be paid, and should the said mare subsequently, as a result of this breeding, not deliver a live foal, that can stand and nurse, the stud fee shall be carried forward for a second season in ___2021___. A breeding season is the same as the current calendar year. The stud fee will be carried forward only one season, thereafter this contract shall be deemed fulfilled even if the said mare, or her substitute (see paragraph 2), still fails to conceive or to deliver a live foal the subsequent season. Should the stud fee charged by the SIRE OWNER change between the first and second year of this contract, MARE OWNER shall not be responsible for the difference prior to

rebreding, but only for the livery charges and all other conditions as set out under this contract. Once a live foal has been delivered, and said foal can stand and nurse unattended, this contract has been fulfilled in its entirety by the Stallion Owner.

Should the mare booked herein fail to conceive and carry a pregnancy the first season, substitution of another mare in her place may be allowed at the sole discretion of the Stallion Owner.

The stud fee will be carried forward, and the live foal guarantee is valid, "ONLY IF" the mare owner has properly maintained the health of the mare, and verifies the mares health, pregnancy loss, still birth, or new born foal death by providing the Stallion Owner with an original, signed, and dated veterinary report, on the veterinarian's own stamped practice stationary, confirming the aforementioned, clearly stating the following:

1. Full identification of the Mare named herein.
2. Verification of the loss of pregnancy or still birth.
3. Autopsy or other permanent examination of the mare, foal, and/or placenta with an explanation, if possible, for the abortion/stillbirth/foal death.
4. Verification that in the veterinarians best judgement, the mare was maintained in a reasonable state of health and under reasonable conditions, including all vaccinations and deworming as recommended by the veterinarian, including but not limited to vaccination against Rhinopneumonitis, and that monitoring the mare around the time of foaling was adequate.

5. Sire Owner must receive this certificate within thirty 30 days of the discovery of the mare's pregnancy loss or foal death, and in any case prior to further rebreeding of said mare or her substitution.

6. It is further agreed that if the stallion to which this contract pertains should die, or otherwise be confirmed by a veterinarian unfit for service PRIOR to the first breeding of the said mare, by whatever means, the stud fee, less any deposits, shall be refunded within thirty 30 days, and this contract shall then become null and void. Should the mare die or become unfit for service LATER in the life of this contract (post deposit), then a substitute mare proven to be owned by the mare owner, shall be allowed for the balance of this contract term at the sole discretion of the stallion owner. If the mare owner decides not to substitute an alternative mare, all fees will be lost and the contract will be considered fulfilled.

7. For the purposes of registering the resulting offspring, it is the mare owner's sole responsibility to enquire with whatever Registry(s) may be utilised in registering any foal resulting from the execution of this contract. Stallion owner may provide, to the best of their knowledge, consultation regarding individual registry rules, but it is not a final authority in those rules, and cannot be held responsible for knowledge of those rules, any changes therein, or for the ultimate register ability of any foal resulting from the execution of this contract.

NOW THEREFORE, for the good and valuable consideration, receipt of which the parties hereby acknowledge, the parties **AGREE AS FOLLOWS**:

IN THE EVENT THAT THE MARE DOES NOT TAKE AND BECOME IN-FOAL:

In the event that the mare owner's mare does not take and become in-foal, the parties agree as follows:

Return Breeding

In the event that a live foal, as defined below, does not result from this mating in the breeding season of 2021_____,

Subject to the following terms and conditions

1. Both the *Stallion Service Contract* (this form) and *Mare Booking and Health Form* have been filled in, signed by the mare owner and accepted by the stallion owner.
2. The mare is in a healthy and sound breeding condition, free from infections and up to date with worming and vaccinations and that her standard in terms of an American Miniature Horse (AMHA/AMHR/ASPC/BMHS) conformation and pedigree are of the expected standard.
3. The service being applied for is to the stallion PRF Zpotless in the 2021 breeding season.

The standard fee is £_750_ plus £_5_ per day for standard livery. Livery fees are charge from and including the day of arrival to and including the day of leaving. Livery fees for customized requirements will be discussed and agreed in writing by the parties.

If this nomination is using the covering of a mare sold to the owner by Oakleigh Miniature Stud with an agreed free covering, there is no further stud fee to pay. All livery keep fees and other costs still apply.

The service is considered completed when the mare leaves the stud - unless warranted under the LIVE FOAL GUARENTEE

4. Oakleigh Miniatures reserves the right to refuse any mare for service that is considered a danger to the stallion, other animals and/or staff. Any such refusal will result in a refund to the Mare Owner of any stud fees paid less any deposit, veterinary or other costs incurred.

5. LIABILITY:

Oakleigh Miniatures will diligently care for the Mare and her foal (if applicable), however no responsibility will be accepted by the Stud or its employees for any injury, accident, sickness or death of the mare or foal.

It is highly recommended that the owner insures the mare (and foal) for the duration of stay at the stud. In the absence of insurance, the Mare Owner

agrees to assume all risk of injury, sickness, theft or death to said mare and/or foal at her side, except where caused by negligence of the Owner Of Stallion, his agents, officers, contractors or employees. This shall include, and not be limited to, any personal injury or disability that may occur to the Mare Owner, its agents, employees, or guests, whilst on the Stud Farm premises. Mare Owner further agrees it has received and agrees to follow, and agrees to direct its agents, employees and guests on the Stud Farm premises to follow any Stud Farm Rules & Regulations for conduct on its premises _____ (Mare Owner Signature):

INDEMNIFICATION:

Mare Owner agrees to indemnify and hold Stallion Owner harmless for any loss or injury due to acts of said mare while on the premises or under the control of the Stallion Owner, except where cause by the negligence of the Stallion Owner, its agents, officers, contractors or employees.

6. The Mare Owner **will not** be held responsible for any accidental injury to the Stallion caused by the mare or foal.

However, if it is proven that the mare or foal has brought in a transmitted sickness or disease and transferred it to any other horse at the Stud Farm Premises, the Mare Owner will be held responsible for any veterinary fees, tests, costs or replacement of said horse/pony to an equivalent value.

7. In the event of any injury to the mare or foal, Oakleigh Miniatures will attempt to contact the Mare Owner, however the Mare Owner agrees that the Stud may take any steps it deems necessary to care for the mare or foal, regardless of whether contact can be made with the mare owner prior to care or treatment being administered. **THE MARE OWNER WILL BE LIABLE FOR "ALL" VETERINARY FEES OR COSTS INCURRED.**

8. The mare will only be served after the current official stud season at the discretion of the

stallion owner. A stud season is considered to be April to the end of October.

9. *Oakleigh Miniatures* retains the right to refuse the release of the mare and/or foal from the stud at its sole discretion if any fees or charges have not been paid in full. If

fees or charges remain unpaid for 60 days or longer, Oakleigh Miniatures will retain the right to sell or otherwise dispose of mare and/or foal to pay the mare owners bill, as well as any further livery, sale, disposal or services provided to the animals and any legal costs incurred in the recovery of unpaid invoices.

Free Return Service

10. The Fee includes a *Free Return Service* for the same mare to the same stallion for the following season subject to the following conditions:

a. The mare subsequently aborts, or the resulting foal is born dead or dies within 24 hours of birth. The mare owner must notify the stud within 7 days of foal being born or due; and produce an original signed and dated veterinary certificate clearly stating the mare's identification, reason for loss of pregnancy or stillbirth and health status of the mare.

b. Proof that the Mare Owner has properly maintained the health of the mare and that monitoring of the mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties.

c. On receipt of a veterinary letter on their own stationary, covering any of the above situations, the Oakleigh Miniatures will offer the mare owner a return service for the following breeding season only.

d. A Free Return Service will still be required to pay Livery Keep and all other costs involved.

e. If the stallion is no longer available for live service, the mare owner may choose another Oakleigh Miniatures stallion with an equivalent service fee or less; or pay the difference for a stallion of higher value. If the stallions offered are declined, this contract is considered fulfilled with no monies returned to the mare owner.

f. The stallion owner at their discretion may allow the mare owner to swap the return service to another mare owned or leased by the mare owner.

g. All stud, livery, care payments and veterinary fees owing to *Oakleigh Miniatures* have been paid.

h. The right to receive a *Free Return Service* is lost if the mare is sold, or dies before producing the foal.

Other Fees

12. Additional charges that may apply in respect of breeding and payments are as follows without limitation:

a. Standard livery at £_5_ per day for dry mares or £_7.50_ per day for mares with foals at foot.

b. Any additional feed the mare or foal requires, at cost or supplied by the mare owner

c. All veterinary or other fees/costs incurred in the course of caring for the mare and/or foal and in breeding are the responsibility of the mare owner and are charged at cost by *Oakleigh Miniatures*. **The owner will insure the mare (and foal) at their own cost for the duration of stay at the stud or otherwise indemnify the stallion owner against any loss, theft, sickness, injury or death without limitation.**

13. The Terms of this Agreement are accepted by both parties and this Agreement is effective at the date when signed by both parties below.

Signed for Oakleigh Miniatures

Signed for the Mare Owner

Name: Miss Kathy Phillips

Name:

Signed:

Signed:

Date :

Date:

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oakleighstud@gmail.com

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Notes

Please Note:

Where this contract is a prize obtained through one of the Miniature Horse Societies fund raising schemes, all monies owed for the prize must be paid directly to the relevant society prior to arrival at the stud and prior to any covering of your mare. No mare will be accepted until confirmation of full payment has been received from the relevant society.

For assurance, the amount to be paid to the society is the amount pledged for this covering and not the normal amount as per this contract unless this is the amount pledged.

All other fees are current and must be paid directly to the stud owner in advance and will be invoiced at the end of each calendar month. All aspects of this contract are valid under any prize given in relation to a service covering to PRF Zpotless

Oakleigh Miniatures.

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