



ADDITIONAL WHISKEY
2021 Horse Breeding Contract

THIS AGREEMENT, made and entered into this _____(day) of _____(month) in the year of 2021 by and between _____(hereinafter referred to as "Mare Owner") residing at _____(address)

_____(city) _____(state) and **Marler Performance Horses** (hereinafter referred to as "Manager/Owner of Stallion or Stud Farm") located at 6393 Westside Dr., El Paso, TX.

Manager/Owner of Stallion warrants that it is the legal owner of **ADDITIONAL WHISKEY**, foaled in 2016, Perlino, American Quarter Horse, Registration Number 5744711; and

WHEREAS, Mare Owner warrants that it is the legal owner of (Name of Mare) _____: described as a (color)

_____, foaled in the year of _____,

By (Sire's Name and Registration Number) _____

and out of (Dam's Name and Registration Number) _____

due to foal _____ (if applicable).

ADDITIONAL WHISKEY will stand at stud during the 2021 season at Manager/Owner of Stallion's facility, and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2021 to the aforementioned stallion for the services of the mare named in paragraph above.

Booking Fee

Upon payment of \$500 booking fee by Mare Owner to Manager/Owner of Stallion, which shall be non-refundable whatsoever, Manager/Owner of Stallion does hereby agree to reserve for the Mare Owner, one season booking for the year 2021 to **ADDITIONAL WHISKEY** for the services of the mare.

Stud Fee* (first shipment of cooled semen included)

Mare Owner shall pay to Manager/Owner of Stallion a fee in the amount of \$500 prior to shipment of semen (hereinafter referred to as stud fee). The normal breeding season shall be defined as from February 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

Shipped Semen (if applicable)

First shipment FREE. After the first shipment, semen collection & shipping will be an additional \$350 per shipment.

Name & address for shipping:

(Name) _____

(Address) _____

(State) _____ (Zip code) _____

Contact phone # _____

In Event Mare Does Not Become In-Foal

In the event that Mare Owner’s mare does not 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, Manager/Owner of Stallion agrees to breed said mare again for \$350 shipped semen fee, provided however, the stallion is able to service mares either for said mare or a substitute, approved by Manager/Owner of Stallion. If stallion listed above is not able to service mare the following breeding season. Manager/Owner of Stallion shall provide a substitute stallion at their discretion.

Live Foal

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

Live Foal Guarantee

Manager/Owner of Stallion gives a live foal guarantee. In the event a live foal, as defined above, does not result, Manager/Owner of Stallion will give a repeat breeding, as set forth herein below, if Manager/Owner of Stallion is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owner’s mare. Either statement must be under the signature of a licensed Veterinarian.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

Dated: _____

Manager/Owner of Stallion _____ (Signature)

Address: 6393 Westside Dr., El Paso, TX 79932

Phone: 915-494-9000

Mare Owner _____ (Signature)

Address: _____