

Daehling Ranch
10045 Grant Line Road
Elk Grove, CA 95624
(916) 996-0887
www.daehlingranch.com

2023 Breeding Contract

Mare:
Legal Owner:
Address:
Phone:
Email:

Stallion:
Stallion Service Fee:
Breeding Fee:

This Breeding Contract Agreement ("Agreement"), effective on _____, 20 ____
("Effective Date") is made between Daehling Ranch ("Stallion Owner") and
_____ ("Mare Owner").

For and in consideration of the mutual undertakings set forth in this Agreement, the parties agree as follows:

1. BREEDING FEES. Mare Owner hereby agrees to pay the following fees to Stallion Owner for stallion service pursuant to this Agreement:
 - a) A nonrefundable Breeding Fee of _____, plus any applicable sales tax, to be paid at the time of signing this Agreement in order to reserve one season of the above referenced stallion for servicing the above referenced mare in the year _____. The entire balance of the Breeding Fee shall be applied to the Stallion Service Fee.
 - b) A stallion stud fee of \$_____, plus any applicable sales tax, which shall be due upon verification that the Mare named above has produced a Live Foal that can stand alone and nurse in the year subsequent to when the breeding has occurred.
2. BOARDING AND OTHER FEES. Mare Owner shall be responsible for all board, farrier, medication and veterinary services incurred. Daehling Ranch shall bill for such costs on a monthly basis, and all invoices are due upon receipt. All costs shall be paid in full prior to the mare being removed from Stallion Owner's property. In the event that costs remain unpaid, Stallion Owner may seek to obtain payment under the automatic general lien on the mare, under California Civil Code 3080, including collecting reasonable attorneys' fees, plus other debts owed.

3. MARE OWNER DUTIES. Mare Owner agrees to make the Mare named above available for breeding during the Breeding Season ("Breeding Season") dates of _____ and _____.
4. LIVE FOAL GUARANTEE. No stallion stud fee shall be due if the foal is born still or death occurs before the foal can stand and nurse on its own. For purposes of this Agreement, time is of the essence. Mare Owner shall provide Stallion Owner a Veterinary Certificate within fourteen (14) days from the time that Mare Owner became aware that Mare has had an event that has led to the failure to produce a live foal. The Booking Fee is nonrefundable.
5. CONDITION OF MARE. Mare Owner warrants that the mare is in good health, registered with the Jockey Club, and is fit to be bred. Mare Owner shall provide Stallion Owner with a negative Coggins test that is dated within the last six months from the date of this Agreement. Furthermore, Mare Owner agrees to disclose all known health conditions that are likely to result in the mare not coming into foal. Mare Owner hereby agrees that Stallion Owner reserves the right to refuse service to any mare which appears to be diseased or unfit for breeding. If the mare should die be sold, or become unfit for breeding before served, this Agreement shall become null and void, with the exception of Provisions 1(a) and 2.
6. CONDITION OF STALLION. Should the stallion become unfit for service, die, or be sold prior breeding the mare, or in the opinion of the Stallion Owner, become incapable of servicing mares for any reason, Mare Owner will be notified immediately and this contract shall become void.
7. RETURN BREEDING. In the event Mare Owner's mare does not take, Stallion Owner shall make the stallion available for a return breeding. Mare Owner shall be responsible for any additional costs of the return breeding, including but not limited to additional boarding and veterinary costs. In the event the stallion is not able to re-service the mare, Stallion Owner may substitute another stallion at Mare Owner's option, or Mare Owner may opt to terminate this Agreement, and will no longer be responsible for any remaining stallion stud fees. The Breeding Fee is nonrefundable.
8. WAIVER OF LIABILITY. Stallion Owner agrees to diligently try and settle the above-named mare, but if Stallion Owner is unable to do so, Mare Owner agrees that Stallion Owner shall be held harmless, and releases Stallion Owner from any and all related liability. Mare Owner agrees that Stallion Owner is not responsible for any accident, injury, or illness of the above-named mare. Stallion Owner agrees that Mare Owner is not responsible for any accident, injury or illness of the above-named stallion. This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees, or guests, while on Stallion Owner's premises.
9. STALLION SERVICE CERTIFICATE. Stallion Owner shall issue a service certificate upon the request of the Mare Owner at any time after all charges and costs under Sections 1 and 2 have been paid in full.

10. GOVERNING LAW. This Agreement shall be construed under the laws of the State of California.
11. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between Mare Owner and Stallion Owner on the subjects addressed herein and supersedes all prior discussions, agreements, or understandings between the Parties ("Parties"), whether express or implied. Both parties agree that no promise or representation regarding the subjects addressed herein have been made by either party other than those expressly set forth herein.
12. MODIFICATION. This Agreement may not be modified or amended except by a writing signed by both parties.
13. ARBITRATION OF DISPUTES. The parties agree that, with the exception of any actions under California Civil Code Section 3080, arbitration proceedings will constitute the exclusive remedy for resolution of any dispute or claim concerning the terms or conditions of this Agreement, including the termination of this Agreement. Unless any such claim or dispute is brought to the attention of one party by the other party in writing within 90 days after the event giving rise to the dispute or claim, the dispute or claim shall be deemed to have been waived. The arbitration proceedings shall be conducted before a single arbitrator, to be chosen by agreement of both parties. The decision of the arbitrator, including the determination of the amount of any damages suffered, shall be exclusive, final, and binding on both parties, their heirs, executors, administrators, successors, and assigns, as applicable. All parties shall bear their own costs and charges of any arbitration proceeding.
14. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given 7 days after sent via electronic mail.

If to Mare Owner:

Name:

Email Address:

If to Stallion Owner/Agent:

Name:

Email Address:

15. ASSIGNMENT. Neither party shall assign, transfer or delegate any duties under this Agreement or any rights hereunder without the express written consent of the other party.

16. SEVERABILITY. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the validity of the remainder of this Agreement not so held invalid. All provisions and remaining partial provisions, shall, to the full extent consistent with law, continue in full force and effect.
17. BINDING EFFECT. This Agreement shall not be binding on Mare Owner and Stallion Owner until it is executed by both in the signature block below.
18. FORCE MAJEURE. Any delay or failure of a Party hereto to perform its obligations hereunder will be excused if and to the extent that it was caused by an event or occurrence beyond such Party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, epidemics, pandemics or court injunction or order. A Party claiming Force Majeure must provide the other Party with written notice of such delay (including the anticipated duration of the delay) within ten days of the occurrence of Force Majeure. If the delay lasts more than 30 days, or if the Party claiming Force Majeure does not provide adequate assurances to the other Party that the delay will cease within 30 days, the other Party may terminate this Agreement upon written notice to the Party claiming Force Majeure.
19. SECTION HEADERS. Section headers are for reference purposes only and are not intended to reflect the meaning or interpretation of this Agreement.

The Parties execute this Agreement as of the Effective Date above:

MARE OWNER:

STALLION OWNER/AGENT:

Signature

Signature

Print Name

Print Name