

BREEDING CONTRACT FOR COUGARAND

I hereby agree to breed my mare

Reg _____ No. _____

To Cougarand during the 2007 breeding season. I understand the stallion will be standing at Bob Kurtz Performance Horses in Boyd, Texas. If shipped semen is preferred, he will be collected and semen will be shipped by a Fort Worth-area stallion station.

I agree to pay Bob Kurtz the sum of \$1,000 as the full breeding fee. Of this amount, \$250 will be a booking fee and must accompany this contract when it is returned. The balance of \$750 will be due and payable at the time the mare leaves the breeding farm or semen is shipped.

All veterinary expenses, including shipped semen, collection of the stallion, cooled semen, mare care and board and any other veterinary expense will be billed separately and paid by the mare owner before the mare and foal leaves the breeding facility.

It is further agreed that should the above-named stallion die or become unfit for service, or if my mare should die or become unfit to breed, then this contract shall become null and void and any money paid as part of this service shall be refunded to me.

It is my understanding that you will exercise your judgment in caring and supervising for my mare. However, neither the stallion owner nor any employee of the stallion facility will be responsible for accident, sickness or death to my mare or foal, whether from fire, flood, theft, sickness, act of God or

any other reason. Likewise, I will not be responsible for any disease, accident or injury to your stallion or mares for any reason. In the event of any injury or death to my animal, I will look solely to my own insurance.

It is agreeable for your veterinarian to check my mare for normal breeding conditions and to perform such other veterinary services as you deem necessary or we agree on.

If for any reason the mare does not settle, I will hold the stallion owner harmless. It is also agreed that the stallion owner guarantees a live foal to the owner of the mare at the time of the signing of this contract and if the mare is not in foal or if the foal does not stand and suck, I will be entitled to a free season the following year to the same mare, unless mutually agreed that a different mare can be used. This guarantee applies only if the stallion owner is notified within 10 days after the death of the foal. The free season shall refer to the breeding fees only, with board and vet expenses being charged as usual.

Mares brought to the breeding farm must be halter broke, accompanied by a current health certificate and current negative Coggins test. She must also be current on tetanus, influenza, sleeping sickness, rhinopneumonitis and West Nile virus vaccinations.

A copy of the mare's registration certificate, both sides, thereof, must be furnished with this contract.

It is agreed that if it should become necessary for you or someone on your behalf to incur costs and expenses to retain the services of any attorney, pay legal fees and/or court costs to enforce this agreement or any portion thereof, I agree to pay

reasonable costs and attorney fees thereby expended.

It is expressly agreed that this contract is performable in Wise County, Texas, and venue for any action hereunder shall be in Wise County, Texas.

Date: _____

Stallion
Owner: _____

Mare
Owner: _____

Printed
Name: _____

Address: _____

City _____ State _____ Zi
p _____

Telephone: _____

Cell
Phone: _____

e-mail _____ address:

Mail to: Bob Kurtz
PO Box 1397, Boyd, TX
76023
(940) 433-5232
glokurtz@earthlink.net