

# PHILLIPS EQUINE CLINIC, P.C.

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## MARE ON-SITE AGREEMENT AND LIABILITY RELEASE

### ON-SITE STALLION

This contract is for the breeding season of \_\_\_\_\_ through \_\_\_\_\_ 20\_\_\_\_ is made and entered into on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter designated, MARE OWNER and PHILLIPS EQUINE CLINIC, P.C., hereinafter designated as CLINIC.

\_\_\_\_\_ MARE OWNER agrees to breed the mare \_\_\_\_\_ breed \_\_\_\_\_ registration number \_\_\_\_\_ for the fee of \$ \_\_\_\_\_ dollars in U.S. Funds, for a live foal to the Breed \_\_\_\_\_ Stallion \_\_\_\_\_, Registration number \_\_\_\_\_ subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$ \_\_\_\_\_ in U.S. Funds, payable upon execution of this contract. Upon payment of booking fee and completed contract, MARE OWNER does hereby reserve one season's booking to said stallion for said mare. Said booking fee will be applied toward the breeding fee. The balance of this fee must be paid in full, with all other expenses when the above mare is picked up or when MARE OWNER is invoiced, whichever comes first. Invoices are payable upon receipt. MARE OWNER may not remove mare from the breeding facility's possession until all expenses are paid in full. Mare owner will give CLINIC forty-eight (48) hours advance notice before removing mares so an invoice can be prepared.
2. CLINIC will provide suitable facilities for the care and feed of mare and/or foal while at facility. MARE OWNER has inspected CLINIC breeding facilities and agrees that they are adequate. MARE OWNER agrees to pay for care and feed for mare at rate of \$ \_\_\_\_\_ per day for dry mares and \$ \_\_\_\_\_ per day for wet mares.
3. Mare owner is responsible for any veterinary charges related to breeding work or necessary care, as follows:

Charges for any veterinary services for breeding process: including but not limited to, ultrasounds, palpations, inseminations will be invoiced but capped @ \$250.00 Any drugs and/or treatments needed during each cycle will be billed separately and not included in the cap (i.e., HCG, Deslorelin, cultures, flushes, etc.)  
*(The per cycle charge will be waived for the first cycle for those MARE OWNERS having paid the full breeding fee of \$ \_\_\_\_\_ to Stallion listed.*
4. MARE OWNER shall allow CLINIC to have its veterinarian and/or staff check the mare for normal breeding health and to perform other reproductive services the CLINIC may deem necessary to ensure proper treatment. All ultrasounds will be performed by a licensed veterinarian.
5. CLINIC shall invoice MARE OWNER on a monthly basis for all expenses related to Mare and/or foal, including, but not limited to, board, farrier, veterinarian and medication expenses. The unpaid balance of MARE OWNER'S account is due and payable in full on the 10<sup>th</sup> day of the month in which the invoice is received. CLINIC shall invoice MARE OWNER for the balance of

the breeding fee when the mare is determined to be in foal. Balance is due at the time mare is picked up from CLINIC. Any outstanding balance on the account not fully paid within 45 days from the date of invoice will allow CLINIC to take any and all actions necessary to collect the outstanding sum and to minimize further expenses and damages to CLINIC, including, but not limited to refusing to palpate or breed the mare.

6. MARE OWNER agrees to provide a negative coggins (a Health Certificate is required for all mare coming from out of state.)
7. Mares must be halter broken.
8. A copy of Mare's registration papers is required.
9. A n information sheet must be completed listing vaccination and de-worming history and other pertinent health information along with owner and emergency contact information.
10. MARE OWNER understands that the mare may be tranquilized for breeding purposes if deemed reasonable and necessary by the veterinarian.
11. MARE OWNER understand that breeding with be accomplished by artificial insemination (no live cover is available.)
12. CLINIC agrees to exercise due diligence utilizing all normal means available to get said mare in foal and MARE OWNER understands that there are inherent risks associated with breeding process that offers no guarantee of pregnancy.
13. CLINIC agrees to provide pertinent information required breed association for the purpose of foal registration as a result of this breeding.

This contract represents the entire agreement between the parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Missouri and shall be enforced and interpreted in accordance with the laws of Missouri.

Additional Agreements:

initial \_\_\_\_ MARE OWNER \_\_\_\_ CLINIC

MARE OWNER

PHILLIPS EQUINE CLINIC, P.C.

\_\_\_\_\_ Date

By \_\_\_\_\_  
Sarah Phillips, DVM, President date