

# Whitehaven Plantation BREEDING CONTRACT

Breeding Season \_\_\_\_\_

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by and between Whitehaven Plantation, acting as agent for \_\_\_\_\_, and \_\_\_\_\_.

## MARE INFORMATION

Mare Owner or Lessee (circle one): \_\_\_\_\_

*(Copy of registration papers and lease agreement—if applicable—must be attached)*

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (Day): \_\_\_\_\_ Phone (Evening): \_\_\_\_\_

Email: \_\_\_\_\_

Registered Name of Mare: \_\_\_\_\_

Registry and Registration Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Breed: \_\_\_\_\_

Description: \_\_\_\_\_

## STALLION INFORMATION

Stallion Owner (as printed on Registration Papers): \_\_\_\_\_

Registered Name of Stallion: \_\_\_\_\_

Registry and Registration Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Breed: \_\_\_\_\_

## STUD FEES AND TERMS

STUD FEE TOTAL: \$ \_\_\_\_\_

BOOKING FEE: \$ \_\_\_\_\_ (NON-REFUNDABLE)

BALANCE OF STUD FEE: \$ \_\_\_\_\_ \*

\*PAYABLE PRIOR TO DEPARTUR OF MARE  
FROM WHITEHAVEN OR SEMEN IS SHIPPED

1. Mare Owner acknowledges that Mare is breeding sound and in good health, free from all infectious diseases. For barren mares, a current (within the last 30 days) negative uterine culture is required, or recent breeding soundness exam. Mare must be current on all annual vaccinations and de-worming, and must have a current negative Coggins.
2. Whitehaven acknowledges that the Stallion is breeding sound, and has passed a breeding soundness test for current breeding season.
3. BREEDING SEASON: February 1<sup>st</sup>—June 30<sup>th</sup> **NO EXCEPTIONS!**
4. Teasing will occur on Tuesday, Thursday, and Sunday. Breeding days will be decided upon each individual mare; however, no breeding will take place on Mondays or when Breeding Manager is away (Mare Owner will be notified of these dates so that he/she can plan accordingly)
5. Mare Owner is responsible for all shipping arrangements and costs related to shipping a mare to stallion.
6. Mare will be covered three (3) cycles per breeding season.

#### **LIVE FOAL GUARANTEE**

1. A foal is considered “live” if it stands and nurses ON ITS OWN within the first 24 hours following birth.
2. For mares that fail to produce a live foal, a Free Rebreeding\* will be provided for the following breeding season. Re-breed rights are contingent upon the presentation of a veterinarian’s certificate stating that the mare did not produce a viable foal through no fault of the Mare Owner.
3. \*Free Rebreeding: Mare Owner does not have to pay an additional Stud Fee or Booking Fee; however, all other applicable costs and fees will apply.
4. Mare Owner reserves the right to substitute a mare for the re-breeding. This mare must be breeding sound, and all above conditions shall apply.
5. Mare Owner has no right to abort any pregnancy without Whitehaven’s permission, unless the mare’s health and welfare are threatened.
6. Live Foal Guarantee terminated if mare is sold with a foal in-utero.

## **BREEDING STIPULATIONS**

1. Whitehaven reserves the right to deny service to any mare for any reason whatsoever. All breeding methods, including AI, will be at Whitehaven's discretion.
2. Mare Owner acknowledges that in most cases, mares bred to Blu Epic are to be bred via live cover and that mares bred to WH Bodacious, WH Marengo, Imperial Imsirdar, and Ali Mutazz are to be bred via artificial insemination only.
3. Mare Owner hereby authorizes Whitehaven to tranquilize and/or hobble the mare at any time if necessary.
4. In the unlikely event of a Whitehaven Owned Stallion's death, Mare Owner may transfer stud fee to another Whitehaven Owned stallion of equal or lesser price, or may transfer breeding rights to a more expensive stallion and pay the balance of stud fee. Lab, board, and additional fees will still apply. This right can be used at any time, and has no expiration date.
5. In the unlikely event of a non-Whitehaven Owned Stallion's death, any guarantees concerning transfer of stud fees and/or refunds will be at the discretion of the Stallion Owner.
6. In the unlikely event of Mare's death, whether it is before or after conception, Mare Owner may substitute another mare. Lab, board, and additional fees will still apply. This guarantee is contingent upon a veterinarian's certificate stating that the Mare died through no fault of the Mare Owner. This right can be used at any time, and has no expiration date.
7. Whitehaven reserves the right to withhold signature on Arabian Horse Association foal registration applications until all fees due to Whitehaven Plantation, our Stallion Owners, and our veterinarian are paid in full.

## **BOARDING STIPULATIONS**

1. All information, documents, fees, contracts, certificates, and health records must be provided before Mare will be boarded at Whitehaven.
2. Mare must be halter broken. If Mare is unruly, Whitehaven reserves the right to charge Mare Owner for special training required.
3. Mare Owner has the option of stall board or pasture board for Mare. In either case, Whitehaven reserves the right to turn Mare out with suitable pasture mates

- during Mare's stay at Whitehaven. Mares with foals at their side must be kept on stall board *during breeding times only*, and will be turned out daily with other nursing mares. Mares requiring private turnout will incur an additional charge.
4. Whitehaven agrees to provide adequate care to Mare (and foal), and exercise the ordinary care of a prudent horse owner while Mare is on Whitehaven's premises. Whitehaven will not be liable for any injury or death to Mare or foal while on the property except if it results from Whitehaven's negligence.
  5. Mare Owner has the right to visit the Mare at all reasonable times, but will be required to sign a standard release form.
  6. Mare Owner hereby authorizes Whitehaven Plantation, at Mare Owner's expense, to secure veterinary, farrier, or transport services as needed for mare and/or foal, while they are under the custody of Whitehaven.
  7. All board, medical, farrier, and other related expenses of the above named Mare will be paid by Mare Owner on a monthly basis and will be due by the 15<sup>th</sup> of each month. A 1.25% monthly service charge will be incurred on all accounts that are past due.
  8. Mare Owner will be required to set up a separate account with Whitehaven's breeding veterinarian Prestage Equine Clinic. All veterinary fees shall be paid directly to the veterinarian; Whitehaven will not advance funds for veterinary services.
  9. Whitehaven reserves the right to terminate any board agreement without cause. Any amounts due Whitehaven shall be paid in full by Mare Owner with cash or certified check prior to taking possession of Mare or removing Mare from Whitehaven's premises or custody.
  10. If this agreement is terminated for any reason including expiration of the term, Whitehaven shall make available the Mare to owners. However, Mare Owner understands and is put on notice that Whitehaven has the right of lien, as set forth in the laws of South Carolina, and will demand payment in full prior to releasing the mare.
  11. Mare Owner will notify Whitehaven at least seven (7) days prior to picking up or delivering Mare.

## **INSURANCE**

1. Mare Owner fully understands and agrees that Whitehaven is under no obligation to and will not carry any public liability, accidental injury, theft, or equine mortality insurance on the Mare and/or foal and that all risks connected with breeding, boarding, and/or transporting are to be borne solely by the Mare Owner.
2. If the Mare injures the stallion, or causes personal injury or property damage, Mare Owner agrees to reimburse Whitehaven and/or Stallion Owner for damages. For this reason, Whitehaven strongly recommends that the Mare Owner carry liability insurance on the Mare.
3. Any liability of Whitehaven is limited to the full extent provided by Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

## **TERMS OF AGREEMENT**

1. Whitehaven may terminate this agreement for failure of Mare Owner to satisfy the terms of this agreement. In the event of a breach of terms of this agreement, Whitehaven shall have the right to recover attorney fees, court costs, and expenses as a result of said default. Whitehaven may, but is not obliged to, give the Mare Owner a reasonable amount of time not to exceed ten (10) days to cure any default.
2. This agreement shall be binding upon the assigns, heirs, executors, and administrators of the respective parties; however, Mare Owner shall not assign the agreement without the written consent of Whitehaven.
3. This agreement shall not be amended, changed, or supplemented except by a written document signed by Whitehaven and Mare Owner.
4. This agreement shall be interpreted and construed in accordance with the Laws of the State of South Carolina.
5. Limit on Time to Bring Suit: The parties agree to a time limit of two (2) years from the signature date to bring claims and lawsuits under the terms of this contract.

