

# Breeding Agreement

This Breeding Agreement is made and entered by and between \_\_\_\_\_  
\_\_\_\_\_ of (address) \_\_\_\_\_  
\_\_\_\_\_ telephone, \_\_\_\_\_  
hereinafter referred to as Mare Owner and Greenstone Farm, LLC of 4138 Mt. Airy  
Rd. Culpeper, VA 22701, telephone, (540) 423-9337.

1. Greenstone Farm, LLC hereby sells and Mare Owner hereby purchases a breeding to the Oldenburg stallion Weltstern, registration number 33-01642-82. This horse will be hereafter referred to as Stallion. This Breeding Agreement entitles Mare Owner to breed Mare Owner's mare to stallion through live cover while mare is on the premises of Greenstone Farm, LLC. Breeding by live cover will take place during the 20\_\_ breeding season from the months of March through September.

By their signatures to this Agreement, the Mare Owner confirms a reservation to breed the mare:

Name of Mare: \_\_\_\_\_ Breed: \_\_\_\_\_

Color/Descrip. \_\_\_\_\_ Reg. #: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

2. Purchase Price/Booking Fee/Arrangements for Breeding

*A. Breeding Fee.*

Mare Owner agrees to pay Greenstone Farm, LLC the sum of \$1000.00 in U.S. funds minus any discounts \_\_\_\_\_ for a total of \$ \_\_\_\_\_ U.S. Dollars which shall constitute the breeding fee. This fee is due and payable in full to Greenstone Farm, LLC upon confirmation of pregnancy of said Mare by a licensed veterinarian.

*B. **Non-Refundable** Booking Fee*

In addition to the Breeding Fee, a **non-refundable** seasonal Booking Fee of \$250.00 U.S. Dollars is due and payable to Greenstone Farm, LLC upon Mare Owner's execution of this Agreement.

*C. Arrangements*

Mare Owner agrees to do the following:

- a. make advance arrangements with Greenstone Farm, LLC for the keeping of Mare on Greenstone Farm LLC's premises for a mutually agreeable time in order to perform the breeding;
- b. sign Greenstone Farm LLC's "Board Agreement"
- c. pay for boarding, care, veterinary and farrier fees related to Mare (and foal[s], if any);
- d. pay and make a seasonal Booking Fee of \$250.00 payable to Greenstone Farm, LLC;
- e. upon confirmation of pregnancy pay the Stud Fee of \$1000.00 minus any discounts to Greenstone Farm, LLC
- f. keep said Mare at Greenstone Farm, LLC until Mare has had an ultrasound examination by a veterinarian, at Mare Owner's expense, approximately 14 days after Covering.
- g. mare will not leave the premises of Greenstone Farm, LLC until all services, fees and expenses are paid in full.

### 3. Live Foal Guarantee

If the Mare Owner's mare aborts or fails to produce a single live foal that can stand up alone and nurse within 24 hours after birth, Greenstone Farm, LLC will refund the entire Breeding Fee paid (\$1000.00 minus discounts if applicable) *provided* that the Mare Owner furnishes a satisfactory certificate issued by a licensed veterinarian attesting to this occurrence within thirty (30) days of the date it occurs.

### 4. Forfeiture of Live Foal Guarantee

The entire Breeding Fee set forth in paragraph 2.A., above, shall either be retained by or become immediately due and payable to Greenstone Farm, LLC and the Live Foal Guarantee above becomes null and void if Mare Owner does any of the following:

- A. Fails to pay any fees or sums due to Greenstone Farm, LLC under this Agreement;
- B. Fails to produce the veterinary certificate referenced in paragraph 3, above;
- C. Refuses to allow Greenstone Farm, LLC a reasonable opportunity to settle Mare (e.g., removing mare after only one heat cycle);
- D. Improper care and attention of Mare, contrary to veterinary recommendations. (Proper care shall include, but shall not be limited to: proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations and proper intervention during foaling if necessary.)

### 5. Warranties and Disclaimers

- A. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry and will pay all associated fees and expenses.
  - B. Mare Owner guarantees that Mare is halter broken and reasonably safe for handling. If requested by Greenstone Farm, LLC, Mare Owner will remove Mare's rear shoes or allow Stallion Owner or its farrier to do so, at Mare Owner's expense.
  - C. Mare Owner will have a veterinarian check Mare for normal breeding conditions and to perform, at Mare Owner's expense, pregnancy testing or such other veterinary care as necessary;
  - D. Mare Owner will pay Greenstone Farm, LLC's costs, losses and expenses (including court costs and attorney's fees) if Mare Owner has breached this Agreement.
6. Mare Owner agrees to hold harmless and release Greenstone Farm, LLC and all of its respective members, managers, employees, agents, insurers, heirs, assigns, affiliated persons, and others, acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain from any cause whatsoever arising out of the breeding of Mare (except if such damages were caused by Greenstone Farm, LLC's gross negligence or wanton and willful misconduct). Mare Owner further agrees to release and hold Greenstone Farm, LLC harmless from any liability if Mare does not settle in foal.
7. Mare Owner shall be solely responsible for all acts and behavior of Mare and her foal, if any, at all times. In no case shall Greenstone Farm, LLC and all of its respective members, managers, employees, agents, insurers, heirs, assigns, affiliated persons, and others, acting on their behalf be liable for the acts and behavior of Mare and/or her foal other than in the exercise of gross negligence or willful and wanton misconduct on Greenstone Farm, LLC's part. Further, Mare Owner also agrees to indemnify and hold Greenstone Farm, LLC harmless against all injuries, damages or losses sustained or suffered by any third person (person(s) who are not parties to the Agreement) that were caused injury by the acts of Mare Owner's mare and/or foal. Greenstone Farm, LLC reserves the right to refuse to breed a mare if the mare's behavior poses a risk to the Stallion or Greenstone Farm, LLC employees during the breeding process.
8. Except for any other written agreements that Mare Owner and Stallion Owner may sign, such as a Boarding Agreement or Liability Release, the Agreement contains the entire understanding of the parties in respect to its subject matter; there are no oral or written promises or representations upon which Buyer is relying except as expressly set forth herein. This Agreement may be modified

only in writing executed by both Buyer and Seller. The invalidity or unenforceability of any terms or clauses of this Agreement shall not affect the validity and enforceability of any other terms or clauses.

9. The Agreement shall be construed in accordance with and shall be governed by the laws of the State of Virginia. Any legal action must be brought in the county of Orange.

OR

The parties to the Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Orange County Virginia.

Mare Owner has read and accepts all terms appearing on each of the four pages of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

BY:

\_\_\_\_\_  
Greenstone Farm LLC  
Authorized representative

\_\_\_\_\_  
Witness

Of:

4138 Mt. Airy Rd.  
\_\_\_\_\_  
Culpeper, VA 22701  
\_\_\_\_\_  
(540)423-9337  
\_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

BY:

\_\_\_\_\_  
\_\_\_\_\_  
Authorized representative (Mare Owner)

\_\_\_\_\_  
Witness

Of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_