



**TAMU Nu Bar Cody
Breeding Contract**

1. _____ (name of recorded owner of mare) hereby agrees to breed _____, registration number _____ to the stallion TAMU Nu Bar Cody standing at Harris Ranch, and agrees to pay the breeding fee of **\$450.00**
2. A booking fee of **\$100.00** is required at the time this contract is submitted. The booking fee will not be refunded under any conditions.
3. A deposit of **\$30.00** is required for mare care if above mare is to remain at Harris Ranch until bred. Any remainder of deposit will be applied to the stud fee.
4. The remainder of the breeding fee will be due when the mare is picked up or confirmed pregnant.
5. All mares must have: (1) a current negative Coggins Test for EIA (within 12 months), and (2) recent vaccination for Influenza and Rhino (within previous six months).
6. Mares that are not halter broken or that are otherwise difficult to manage will not be accepted.
7. Mare owner has been advised that the mare will be fed Strategy™ twice each day in an amount determined appropriate by Harris Ranch and will also be given adequate forage in the form of pasture or baled coastal hay.
8. After arrival at Harris Ranch, the mare will be checked for normal breeding conditions. Judgments and implementation of care and management of the mare and/or foal will be under the complete supervision and discretion of the Harris Ranch Manager. Harris Ranch or its agents will not guarantee that the mare will be bred or be responsible for any accident, sickness or death of mares or foals including without limitation any such suit, damage or loss resulting from the negligence or gross negligence of Harris Ranch, its owners or agents.
9. All breeding is done by live cover and will be supervised by Harris Ranch agents.
10. Harris Ranch will continue to breed the mare through at least two heat cycles until insemination and ovulation have occurred within such a time frame that there is a reasonable probability of conception of an embryo.
11. If at any time, Harris Ranch determines that the mare is unlikely to conceive or maintain pregnancy due to health issues, it will give notice to the mare owner and no fees under this contract shall be refundable.
12. (a) Harris Ranch guarantees a live foal if the mare remains on the premises until certified pregnant or is checked by a qualified veterinarian after returning to the owner. A live foal is defined as one that stands and nurses after foaling. The live foal guarantee will apply only if Harris Ranch is notified of death of the foal within seven days. This notice must be accompanied by a written statement from a licensed veterinarian verifying that the foal did not stand and nurse. (b) If a mare which is diagnosed pregnant in the current breeding year loses her foal as stated in (a), the mare owner may rebreed the same mare the next breeding season or breed another mare if the above named mare is certified unfit for breeding. In either case a new Breeding Contract will be executed. (c) In all cases, the return breeding privilege must be exercised in the next immediate breeding season.
13. Should the above named stallion die or become unfit for service then this contract shall become null and void and the breeding fee minus the booking fee and mare care fees, will be refunded to the mare owner.
14. The board charges for mares will be **\$4 per day for pasture** and **\$6 per day for private pens**.
15. Reasonable effort will be made to contact the mare owner in emergency circumstances. If mare owner cannot be reached, Harris Ranch will have absolute discretion to order any veterinary or farrier care for the mare or foal. Mare owner will be responsible for all veterinary and farrier charges or if paid by Harris Ranch, reimbursed at or before pick up of the mare.
16. If Harris Ranch transports the mare to the vet for ultrasound, mare owner will pay the **\$40 veterinary fee and a \$15 transport fee**.
17. The mare will not be released from Harris Ranch until all bills are paid in full.
18. Harris Ranch will be responsible for submitting the proper stallion reports and associated fees to AQHA so that the resulting foal can be registered.
19. This contract shall not be assigned or transferred by the mare owner.
20. All warranties of merchantability or fitness for a particular purpose are hereby excluded.
21. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE OR PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
22. This agreement shall be construed under the laws of the State of Texas. Any litigation between the parties shall be brought in a court of law in Live Oak County Texas and mare owner acknowledges and accepts the jurisdiction of any such court. This agreement binds the parties hereto their successors, heirs, personal representatives and assigns.

Owner/Agent Harris Ranch

Date

Address of Mare Owner

Mare Owner

Date

Telephone Numbers of Mare Owner

***Return top two copies of this contract and a photocopy of the mare's papers to:**

Harris Ranch
PO Box 117
George West, TX 78022
(361) 449-1396
(361) 449-0445
www.harrisranches.com
samanthakeadle@yahoo.com