

# Southern Indiana Paint Horse Club Stallion Service Auction Stallion Breeding Contract

Breeding will sell under terms expressed in stallion owner's contract, except when in contradiction with that of the Southern Indiana Paint Horse Club Stallion Service Futurity Rules and Regulations. In that case, the Southern Indiana Paint Horse Club (d.b.a. SIPHC) contract will take precedence.

**Witness:**

I/We the owner(s) of the stallion, \_\_\_\_\_, APHA - AQHA - JC, ID Number \_\_\_\_\_, transfer and assign to SIPHC Futurity Auction a breeding for the year 2008 to the above named stallion. It is expressly understood by all parties to this agreement that this breeding service is assignable only by the SIPHC Futurity pursuant to the terms and conditions of it's Annual Stallion Service Auction for the year in which said breeding applies, said terms and conditions being incorporated herein by direct reference thereto. All parties to this agreement are further bound and agree to all of the following terms and conditions:

- The mare owner must be in good standing with SIPHC and APHA and hold no debt to said organizations to be eligible to purchase a breeding through the Stallion Service Auction.
- The stallion owner must be in good standing with SIPHC and APHA and hold no debt to said organization to be eligible to donate his/her stallion's service to the Stallion Service Auction.
- The breeding season in force for this contract begins February 1, and closes June 1 of said year, or in accordance with stallion owner's breeding schedule, and the mare shall be entitled to return privilege in the following year if said mare does not produce a live foal that stands and sucks in the year following the first breeding pursuant to this contract. Or in the event of death, or vet certification breeding unsoundness of said mare, a substitute mare.
- This contract may not be sold or transferred by mare owner to any other party.
- Should the above named stallion die, become unfit for breeding service, or relocate to an undesirable location for the mare owner to travel and does not offer shipped semen, then all monies paid by mare owner to SIPHC Stallion Service Auction shall upon verification of the above named stallion owner, be given credit to purchase another stallion breeding that has been donated but not sold in the SIPHC Stallion Service Auction. If a credit balance remains, this amount will be forfeited by the mare owner. **NO MONEY WILL BE REFUNDED FOR ANY REASON.**
- The stallion owner will not be responsible for any disease, accident, sickness, and or death of mare, and or mare and foal and similarly, the mare owner will not be responsible for any disease, accident, sickness, and or death of stallion.
- Mare, in order to qualify for this breeding service, must be halter broke and in sound breeding condition.
- Stallion owner has the right to refuse breeding any mare which he/she feels is not in suitable breeding condition until vet certification can be obtained by mare owner.
- Only Thoroughbred, Quarter Horse, and Paint registered mares are eligible. The resulting foals from this breeding must be eligible for APHA registration. The goal of this mating must be to produce a Paint foal, therefore, a Thoroughbred or Quarter Horse mare must be bred to a Paint stallion. A Paint mare may be bred to any of the above mentioned breeds.
- Stallion owner shall diligently try to settle the mare to the best of their abilities and shall have discretion to determine the best method to breed each mare, including the right to retain a licensed veterinarian to assist therein, upon approval of mare owner. Any veterinary expenses incurred thereby shall be paid by the mare owner.
- A breeder's certificate will be issued to the mare owner upon birth of a live foal and upon payment in full of all veterinarian expenses, board, and fees due the stallion owner and SIPHC.
- Breeding will sell under terms and condition of current breeding contract. The SIPHC acts only as an agent in this sale and will not be held responsible for accident, sickness, and or death of stallion, mare, and or mare and foal.
- Breeding must be PAID IN FULL to SIPHC prior to mare being delivered for said service.
- Board will be charged mare owner by stallion in accordance with the prescribed rates of \$ \_\_\_\_\_ per day for a mare with a foal, and \$ \_\_\_\_\_ per day for a mare without a foal.
- The current nationally advertised breeding fee for this stallion for 2008 year is \$ \_\_\_\_\_.
- I/We DO ~ DO NOT (circle one please) guarantee a color foal from this mating with one return breeding for the year following the sale of breeding through the SIPHC Stallion Service Auction.
- Stallion owner is entitled to one free entry for a foal owned by stallion owner to be shown in the year following this mating in the SIPHC Stallion Service Futurity. Stallion's service must sell through the Stallion Service Auction for eligibility.
- Mare owner shall be entitled to one free entry for the foal resulted from the mating of said mare and stallion purchased through the Stallion Service Auction, to be shown the following year in the Stallion Service Futurity.
- Upon signing this contract, both the mare and stallion owner agree to all terms listed herein.
- When the stallion service is sold, the stallion and mare owner will each receive a copy of this contract with SIPHC retaining original.
- Any disputes not covered in the contract may be brought before the Stallion Service Auction Committee for review. All disputes must be submitted in writing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Stallion Owner Signature

\_\_\_\_\_  
Printed Name Stallion Owner

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number of Stallion Owner

**Assignment:**

The SIPHC does hereby sell, assign, and transfer all rights, title and interests in the above contract to \_\_\_\_\_  
Subject to all the terms and conditions set forth and incorporated herein by reference.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Southern Indiana Paint Horse Club Representative

**Acceptance:**

In consideration of above assignment, we hereby assume and agree to make all the payments and abide by all the considerations stated in the aforementioned agreement, including all responsibilities in arranging for said breeding service with the stallion owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Mare Owner Signature

\_\_\_\_\_  
Printed Name Mare Owner

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number of Mare Owner

\_\_\_\_\_  
APHA - AQHA - JC

\_\_\_\_\_  
Name and ID Number of Mare to be serviced