

O'GORMAN SHOW HORSES
JOE O'GORMAN & JENNIFER BENFANTE

2053 South Rd.
Whitesboro, TX 76273
(619) 922-5765 • (619) 997-2128

RESURRECTION - AQHA

This contract dated _____ is between ("Mare Owner") _____ and Joe O'Gorman ("Breeder").

One service to **RESURRECTION** ("Stallion") for the ("Mare") _____ Reg. # _____
Breed _____ for the _____ season at **\$1000.00**.

_____ 22.00 Wet _____ 20.00 Dry Mare Care

\$400 Shipped Semen Counter To Counter \$500

Fees and Expenses:

Charges: A booking fee of **\$500.00** is due with signed contract. Balance of the stud fee **\$500.00** is due before or when mare arrives at farm or prior to the first shipment of semen.

On Farm Breeding Expenses: Boarding, and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Veterinarian expenses will be billed separately and must be paid directly to the veterinarian.

Billing: Bills are due and payable in full upon receipt. * Please note* there will be a 3.5% processing fee added to all credit card transactions.

Mare Registration: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

Farm Breeders Condition and Treatment:

The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition and is free from infection. Breeding Method for on farm mares is at the sole discretion of the breeder and the attending veterinarian. The breeder agrees to diligently try to settle the mare, however if the mare should not settle, the breeder shall be held harmless.

A mare deemed not in sound breeding condition by the attending veterinarian shall not be bred. In such a case, the mare owner may substitute another mare within the same breeding season.

Farm Waiver of Liability: The Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal or foal in-utero is the sole responsibility of the mare owner.

Breeding Season: For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close July 1st of the year on this agreement.

Live Foal Guarantee: The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only. Mare owner will be responsible for Shipping/Collection or board of mare. The Breeder does not guarantee a live foal for any Mare leaving Breeder's Farm unless and until such Mare has been ultrasound thirty (30) days safe in foal by the attending veterinarian. The Breeder may require that the re-breeding be performed at the Breeder's facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.

Breeder's Certificate: A Breeder's Certificate will be issued only after owner has notified Joe O'Gorman that the mare has produced a live foal and all bills on the mare have been paid in full.

Substitution: In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare.

Binding And Entire Agreement: This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

Counterparts and Facsimiles: This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

Mare Owner Information:

Mare Owner/Agent Signature Date

Daytime Phone Cell Phone

Address

City, State, Zip

Email

Breeding Farm: O’Gorman Show Horses/Joe O’Gorman

Stallion Owner Date

Payment Information: * Please note* there will be a 3.5% processing fee added to all credit card transactions.

Please make checks payable to: **Joe O’Gorman**

Name on Card: _____

Billing Address:

City

State _____ Zip _____

Credit Card # _____

Exp. Date _____

Security Code _____

Total amount charged: _____

Discount *if applicable*: _____

Total Amount at Contract Signing: _____

Balance Due before 1st Shipment: _____