

# 2023 Breeding Contract

## Docs Peppy Concord

Mile High Cattle and Quarter Horses  
Andrea Merriman  
PO Box 39  
Ramsay, MT 59748  
406-479-0010  
[milehighcattle@gmail.com](mailto:milehighcattle@gmail.com)  
[milehighcattle.weebly.com](http://milehighcattle.weebly.com)



This is a breeding contract here in entered into on this day \_\_\_\_ of this month \_\_\_\_ of this year \_\_\_\_\_ for the breeding year of \_\_\_\_\_ between stallion owner's Andrea Merriman here in known as Stallion Owner & Mare Authorized Agent, Owned or leased by: \_\_\_\_\_, here in known as Purchaser.

This breeding is between the stallion (Registered name) Docs Peppy Concord, Registered AQHA # 6050472, 6 panel N/N, here in known as stallion, & Mare (Registered name) \_\_\_\_\_, Association Mare is registered with \_\_\_\_\_ & registration # \_\_\_\_\_ here in known as Mare.

This contract is for the regular breeding fee of **\$500, which includes a non-refundable \$250 booking fee** & is for use in the 2023 breeding season (Rebreed permissible if it meets the conditions defined below for use in 2024). This breeding & contract are not transferable. This fee does not include mare care. Contract may be returned signed in person or sent by mail or email to the contact information listed above. Contracts sent through Facebook, texting or other avenues are not acceptable.

Breeding fee must be paid before breeding can be used. This contract is made only for use between Andrea Merriman or Mile High Cattle and Quarter Horses, and \_\_\_\_\_.

**Breeding season will start 3/15/2023 & run through 7/15/2023.** Breeding before 3/15/2022 may be possible weather permitting. Breeding season can run longer some years. Please inquire for details. Anticipated month of breeding \_\_\_\_\_. Breeding months are open, but this gives the Stallion owner's a rough idea of when to expect Mare. Mare will be brought to the farm for breeding and transportation to and from farm is the responsibility of the Purchaser.

This contract must be accompanied by a **clear copy of Mare's papers**, Booking Fee & lease authorization if applicable. The name on the papers/lease will be the one listed on the breeder's certificate. Please ensure that if you recently purchased said Mare that you send the updated papers with your name. Sending of papers or registry breed lease do not apply to grade/nonregistered mares.

### Conditions:

1. This contract is good for the live birth of 1 foal.
2. Breeding will be on a first come first serve/reserve. **Mare care will be \$15 a day or \$18 a day w/foal at side** & will include a run, free choice hay, or pasture bred depending on circumstances. If Mare requires special feeding, Stallion Owner must be notified prior to Mare's arrival. Any additional medications or services are subject to an additional fee.
3. All fees must be paid before Mare can leave the stallion owner's facility.
4. Purchaser agrees that Mare is in sound breeding condition & free of any infection or disease. Any mare not to be in sound breeding condition shall not be bred. Mare owner may substitute another mare within the same breeding season.

5. Prior to Mare coming to Stallion Owner's facility, Mare must have the following completed. This is to protect your Mare and ensure highest likely hood of conception and protect my herd form any potential diseases.
  - a. Initial (Purchaser) \_\_\_\_\_ Initial (Stallion Owner when document is presented) \_\_\_\_\_  
**Current & negative EIA** (Current = within the last 12 months or less & will not expire while at Stallion owner's facilities)
  - b. Initial (Purchaser) \_\_\_\_\_ Initial (Stallion Owner when document is presented) \_\_\_\_\_  
**Current CVI** (Certificate of Veterinary Inspection)
  - c. Initial (Purchaser) \_\_\_\_\_ Initial (Stallion Owner when document is presented) \_\_\_\_\_  
**Negative culture and cytology** w/in the last 30 days
    - i. NOTE: A positive culture that has been treated is acceptable, however if mare fails to conceive after 2 cycles additional testing may be needed to ensure mare is clean or negative
  - d. Initial (Purchaser) \_\_\_\_\_ Initial (Stallion Owner when document is presented) \_\_\_\_\_  
**Reproductive ultrasound** by a licensed Veterinarian that Mare is sound for breeding and does not need any additional medications/care in order to conceive.
  - e. Initial (Purchaser) \_\_\_\_\_ Initial (Stallion Owner when document is presented) \_\_\_\_\_  
**Proof of a vaccination** with the following: Equine Influenza Virus (type A2), Equine Encephalomyelitis (Eastern & Western), Equine Rhinopneumonitis (EHV-1 & EHV-4), Tetanus & West Nile Virus.
6. Stallion owner will exercise every reasonable effort to settle Mare & use good judgement in care & supervision of Mare.
7. Purchaser will hold Stallion owner harmless of any liabilities for the Mare in accident, sickness, health, or inability to conceive.
8. Purchaser is encouraged to Insure Mare prior to Mare's arrival to protect Mare in the event of an accident, death, etc.
  - a. Initial \_\_\_\_\_ I decline to insure Mare
  - b. Initial \_\_\_\_\_ I agree to insure Mare and will provide proof upon Mare's arrival
9. Purchaser is acting as Mare owner. If Purchaser is not the legal Mare owner, they agree they will assume all responsibilities for Mare should legal Mare owner attempt to take legal action against Stallion Owner.
10. Any use of fertility drugs, ultrasounds, palpations, etc. for Mare at Stallion Owner's facilities, may be recommended by the Stallion Owner or Veterinarian but will be at the discretion of the Purchaser. Those services will be performed by a veterinarian, payable by the Purchaser before the Mare leaves the Stallion Owner's facility.
11. All mares must receive EHV-1 vaccine (**Pneumabort**) given at **5, 7, & 9 months** gestation. 5 way (Equine Influenza Virus (type A2), Equine Encephalomyelitis (Eastern & Western), Equine Rhinopneumonitis (EHV-1 & EHV-4), Tetanus & West Nile Virus) must be given to mare 30 days prior to foaling. Live foal guarantee will be null & void if these are not given to the mare. Stallion Owner may request proof of Vx by receipt or by vet record.
12. **Rebreeds** are permissible the following year if contract agreement was followed & Mare was unable to conceive, Mare aborted foal, Mare passed away. There is no rebreed fee, however mare care fees will still be required. Rebreeds not used the second year are considered as contract fulfilled. A third year rebreed will only be permissible in extenuating circumstances & only if agreed upon in writing by Stallion Owner & Purchaser in a separate addendum signed by both parties. Veterinarian Certificate may be required.
13. **If mare produces a foal that is unable to stand alone & nurse within 48 hours, & subsequently dies, a Veterinarian's Certificate must be provided within (7) days from death of resulting foal.**
14. If at any time, the mare is exposed to, pastured with, or bred to another stallion, this contract will become null & void & no refunds will be permitted.
15. If a foal is born after exposure or breeding to another stallion, DNA must be completed with the appropriate association to prove this foal is by Stallion before a breeder's certificate will be released.
16. Using this semen for any other mare other than the one listed in the agreed contract by both parties is unauthorized & subject to additional fees &/or termination of this contract. The only exception is an addendum signed by both parties with new mare agreed upon listed in the new addendum.

17. Change of Mare is permitted with cause & written amendment from Stallion Owner authorizing the change. Please state your reason for needing to change mares & email a copy of reason including Mare originally on contract & contact info of Purchaser. Request must be made by purchaser or an authorized agent of the Purchaser's estate.
18. Stallion Owner will file breeding report appropriate for registry of mare being bred. Breeder's certificate will be prepared by that registry or association. Stallion Owner will send or release online the Breeder's Certificate to the Purchaser after received by the registry/association, providing all fees have been paid in full & after there is a live foal confirmed from this mating.
19. Non-Assignment: This contract cannot be assigned, sold, or transferred by Purchaser. Changes to this contract can only be made by Andrea Merriman & must be signed by both Purchaser & Stallion Owner to be binding. Any changes made to this contract by any other parties null & void the contract & no refunds will be given.
20. Any discrepancies that wind up in a court of law will be brought forth in the state of Montana, in the county of Silver Bow. All legal fees for both the Purchaser & the Stallion Owner's will be the responsibility to each their own.
21. In the event Stallion is deemed unfit for service, sold or dies before mare is bred, Stallion owner may offer refund the breeding fee to Purchaser, less the nonrefundable booking fee.
22. **Payments** Checks, cashier's checks & money orders are accepted if mailed with enough time to clear the bank before services are needed or Mare leaves. Please mail checks to:
23. Andrea Merriman, PO Box 39, Ramsay, MT 59748

**Purchaser contact information:** (Must be filled out in its entirety to validate this contract)

Date: \_\_\_\_\_

Purchaser Legal First & Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Stallion Owner information:**

Date: \_\_\_\_\_

Stallion Owner's: Andrea Merriman

Phone Number: (406) 479-0010 Email: milehighcattle@gmail.com

Mailing Address: PO Box 39, Ramsay, MT 59748

Physical Address where Stallion will stand for live cover in 2023: 100 Haggin View Rd, Ramsay, MT 59748