

## AGREEMENT

This Agreement is entered into between The Ohio State University's Department of Animal Sciences (hereafter the University), 2029 Fyffe Rd., Columbus, OH 43210-1095 and

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(City, State, Zip) (Phone) (hereafter the Mare Owner).

WHEREAS, the Mare Owner desires to breed his/her mare at the University Horse Center, 3658 Kays Avenue, Dublin, Ohio, 43017 under the following terms and conditions.

1. Term: This agreement is for the 20\_\_ breeding season (February 15 – July 15) and shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and terminated on or before the 15<sup>th</sup> day of July, 20\_\_, unless terminated earlier in accordance with Item No. 6 below.
2. Use of Mare and/or Foal: The Mare Owner acknowledges that he/she has been made aware that the mare and/or foal shall be used by the University for teaching, extension education, and non-invasive research activities.

3. Description of the Mare to be Bred:

Name: \_\_\_\_\_  
Age: \_\_\_\_\_  
Registration #/Tattoo #: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color/Markings: \_\_\_\_\_

4. Description of the Booked Stallion:

Name: Red Notaria Te  
Age: 1998 Stallion  
Registration #/Tattoo #: 420444  
Breed: Paint Horse  
Color/Markings: Sorrel Overo with Left eye Blue

5. Stallion Fee: The Mare Owner shall be charged a "stallion fee" of Five Hundred Dollars (\$500.00). A "stallion fee" for the purpose of this Agreement shall be defined as compensation for breeding services and management of the services. The \$500.00 includes a non-refundable booking fee of \$100.00 payable to the University upon signing of this contract. The balance of \$400.00 must be paid with all other expenses when the mare leaves the farm. Mare Owner may not remove the mare from the Horse Center until all expenses have been paid in full.
6. Breeding Services: The Stallion owner shall use its best efforts to settle (breed) the mare using either natural cover or artificial insemination. The Mare Owner agrees to give the stallion owner ample opportunity to settle the mare, which may include multiple breedings. If the stallion dies or becomes unfit for breeding during the 20\_\_ breeding season, the Stallion fee minus the non-refundable booking fee will be refunded to the Mare Owner.

7. This contract contains a “live foal guarantee”. For the purpose of this Agreement, “live foal” shall be defined as able to stand and nurse unassisted within 24 hours after birth. If the foal is born dead, the mare dies before foaling, proves barren, or aborts her foal, provided that the stallion owner is provided a certificate from a licensed veterinarian within seven (7) days that the mare slipped, produced a nonviable foal or died, the Mare Owner will be allowed a return breeding privilege of the mare to the stallion (or a substitute mare if acceptable to the stallion owner). This applies to the next breeding season only.
8. Boarding Fee: The Mare Owner will be charged a boarding fee for his/her horse as follows: (Boarding fees will be paid to Ohio State University).
  - \*dry mares inside - \$10.00 per day (mares without nursing foal)
  - \*wet mares inside - \$12.00 per day (mare and nursing foal)
9. Quality of Care: The stallion owner will maintain the mare (and foal) by providing quality care which includes a stall, hay and grain twice a day, free choice minerals, water, stall cleaning daily and bedding as needed. Turn out will be provided as pasture/paddock footing as weather allows.
10. Ownership/Health: The Mare Owner warrants that he/she is the sole owners of the mare, and, at the time of deliver to the stallion owner, that the mare is healthy, in sound breeding condition and free from infectious, contagious, or transmissible disease. A current Coggins test, negative uterine culture on all barren mares (within 30 days), photostat copy of registration papers (both sides) and current deworming and immunization record must accompany each mare. In addition, all mares must be accompanied by a certificate of vaccination for influenza, rhinopneumonitis, and strangles within the past 30 days.
11. Breeder’s Certificate: The stallion owner will issue a “breeder’s certificate” if the stallion fee and other expenses have been paid in full by the Mare Owner, and the mare has been pronounced in foal by the stallion owner or a licensed Veterinarian via certified statement.
12. Responsibilities of the Mare Owner: The Mare Owner shall be responsible for all farrier and veterinarian expenses. If the stallion owner shall determine that the mare (and/or foal) needs emergency care, the stallion owner will attempt to contact the Mare Owner, but, in the event the Mare Owner is not available, the stallion owner has the authority to contact emergency veterinarian care. However, the Mare Owner shall be responsible for paying all costs relating to this medical treatment and/or care.
13. Mare Owner’s Rights During the Term of Agreement: The Mare Owner has the right to visit and inspect the mare (and foal) where the stallion resides.
14. Risk of Loss: The Mare Owner will bear all risk of loss from injury, sickness, or death to his/her mare (and/or foal), unless such loss is caused by the negligence or intentional acts or omissions by the stallion owner or the management of the farm where the stallion resides, and its employees or agents, while they are acting within the scope of their employment or agency.
15. Notices and/or Payments: Any notices, correspondence, or payments should be mailed to:
  - The Ohio State University Horse Center
  - Attn: Equine Facility Coordinate
  - 3658 Kays Avenue
  - Dublin, OH 43017

All checks should be made payable to: The Ohio State University

16. Right of Lien: The stallion Owner and The Ohio State University have the right of lien as set forth in the laws of the state of Ohio for the amount of board due, breeding, or other expenses, and they shall have the right, without process of law, to retain said mare (and foal) until the indebtedness is satisfactorily paid in full.
17. Governing Law: The terms and conditions contained herein shall be construed and interpreted in accordance with the laws of the state of Ohio. Any legal actions, claims, demands shall be handled in a court of competent jurisdiction within the state of Ohio.

**FOR THE MARE OWNER**

---

Authorized Representative

**FOR THE UNIVERSITY**

---

James E. Kinder  
Chairperson, Department of Animal Sciences

---

Bobby D. Moser  
Vice President for Agricultural Administration  
and Executive Dean

---

William J. Shkurti  
Vice President, Business and Administration