

# CLARK FARMS BREEDING CONTRACT

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and among Clark Farms Quarter Horses Agent ("Agent" or "Farm") for (Stallion Name), and Mare Owner or Lessee ("Mare Owner") \_\_\_\_\_ . All rights and responsibilities between the parties for the 2024 breeding season are set forth in this contract.

1. Mare Owner agrees to breed the mare named \_\_\_\_\_ Registration # \_\_\_\_\_ , Breed \_\_\_\_\_ , (the "Mare"), to the Stallion (Stallion Name)- Registration # \_\_\_\_\_ , Breed AQHA, ("Stallion"), during the 2025 breeding season (commencing March 1, 2025 and ending on August 1, 2025).
2. Mare Owner shall pay a non-refundable booking fee of 500 (USD) to have mare bred to Stallion in 2025 upon signing of this contract. Mare Owner shall pay the remaining breeding fee and shipping / collection fees prior to receiving shipped semen or prior to the mare departing the farm.
3. If Mare Owner opts for Shipped Semen, Mare Owner is responsible for collection and shipment fee provided by Clark Farms.
4. Mare Owner agrees to pay for care and feeding while in the custody of Farm at \$15.00 per day per mare. Mare owner has inspected the Farm and is satisfied with same as evidenced by signing below.
5. Mare Owner warrants that the mare is healthy, in sound breeding condition and is halter broke. A current, legible copy of the mare's registration papers must be attached to, and will become a part of, this Agreement.
6. All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold Agent and Farm harmless from any resulting loss or damages. Farm shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein. Insurance is the responsibility of the respective parties to this Agreement. Also, Mare Owner agrees by signing below that Agent is authorized to consult with and obtain direction of a licensed veterinarian with regard to the care of the mare. Further, Mare Owner hereby authorizes Agent to obtain and follow a licensed veterinarian's directions with regard to the mare and fully releases and holds harmless Agent, the Farm, their respective officers, directors, employees, agents representatives, assigns affiliated persons, and/or others acting on their behalf.
7. Unless approved by Stallion Owner in writing, the LFG "Live Foal Guarantee" shall be void and Stallion Owner released from liability if Mare is sold prior to foaling. Contractual guarantees can only be extended by Stallion Owner in writing to third parties. The LFG shall be conditioned upon compliance by Mare owner of all conditions set forth in this Contract. Stallion Owner hereby guarantees to Mare Owner that a single, live foal will result from the privileges granted herein. "Live Foal" means that the foal will stand and nurse. It is further agreed that should the mare die, prove barren, abort the foal, or if the foal is stillborn, Mare

Owner is entitled to a return service for the subsequent breeding season only to Stallion, provided that Mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full. If Stallion dies, sells or becomes unfit to breed before mare is bred, Stallion Owner shall have no liability to Mare Owner except notification of its occurrence. Should Stallion die, sell or become unfit to breed before mare is bred, then frozen semen, if available, shall be used to fulfill the contract. Refunds will be given at the sole discretion of Stallion Owner. If The Mare dies during breeding season, Mare Owner may substitute another mare upon written approval of alternate mare by both parties to this Contract.

8. WARRANTY. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.

9. This Agreement represents and constitutes the entire agreement between the parties. This Agreement shall not be altered except in writing and accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this Agreement.

10. The Mare will not be bred to the Stallion without a fully signed copy of this Agreement as well as the appropriate documentation having been received and approved by Agent.

11. Mare Owner understands and agrees that Farm shall assert a lien pursuant to Pennsylvania law and other applicable provisions of law. Mare will not be released from Farm's custody until fees are paid in full.

12. ALL BREEDING FEES MUST BE PAID BEFORE SEMEN IS SHIPPED OR BEFORE MARE LEAVES CLARK FARM'S FACILITY – NO EXCEPTIONS!

Stallion Owner or Agent :Clark Farms Quarter Horses Date:3/12/2025 Mare  
Owner/Agent \_\_\_\_\_

Date \_\_\_\_\_ NOTE: A Copy of Both Sides of Registration Papers  
MUST accompany this Agreement.

Mail this Contract to – 1258 Davis Ln, Hustontown, PA 17229 Phone (717)552-9808

### **Mare Owner Contact Information**

Name: \_\_\_\_\_  
\_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ City,  
State/Province: \_\_\_\_\_  
\_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_ Daytime/Work Phone:  
\_\_\_\_\_  
Home/Evening Phone:  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
\_\_\_\_\_ Cell/Mobile: \_\_\_\_\_  
\_\_\_\_\_ e-mail  
address: \_\_\_\_\_  
\_\_\_\_\_

**Address for Delivery of Shipped Semen**

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

**Mare Owner Signature**

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