



PAPA MIDNIGHT
2025 Horse Breeding Contract

THIS AGREEMENT, made and entered into this _____ (day) of _____ (month) in the year of **2025** by and between _____ (hereinafter referred to as "Mare Owner") residing at _____ (address) _____ (city) _____ (state) and

Marler Performance Horses (hereinafter referred to as "Owner of Stallion or Stud Farm") located at 6393 Westside Dr., El Paso, TX.

Owner of Stallion warrants that it is the legal owner of **PAPA MIDNIGHT** (American Quarter Horse Registration Number 5903632); and WHEREAS, Mare Owner warrants that it is the legal owner of (Name of Mare) _____ : described as a (color) _____,

foaled in the year of _____,

By (Sire's Name and Registration Number) _____ and out of (Dam's Name and Registration Number) _____ due to foal _____ (if applicable).

PAPA MIDNIGHT will stand at stud during the **2025** season at Owner of Stallion's Stud Farm, and the parties hereto desire to contract for services of the Mare Owner one season's booking for **2025** to the aforementioned stallion for the services of the mare named in paragraph above.

Booking Fee

Upon payment of \$600 booking fee by Mare Owner to Owner of Stallion, which shall be non-refundable whatsoever, Owner of Stallion does hereby agree to reserve for the Mare Owner, one season booking for the year **2025** to **PAPA MIDNIGHT** for the services of the mare.

Stud Fee

Mare Owner shall pay to Owner of Stallion a fee in the amount of \$1,250 prior to shipment of semen (hereinafter referred to as stud fee). The normal breeding season shall be defined as from February 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

Shipped Semen (if applicable)

Semen collection & shipping will be an additional \$600 per shipment.

Name & address for shipping:

(Name) _____

(Address) _____

(State) _____ (Zip code) _____

Contact phone # _____

In Event Mare Does Not Become In-Foal

In the event that Mare Owner's mare does not become in-foal, the parties agree as follows:

Return Breeding

In the event that a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again for \$600 shipped semen fee, provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion. If stallion listed above is not able to service mare the following breeding season. Stallion owner shall provide a substitute stallion at Stallion owner's discretion.

Live Foal

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as is generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

Live Foal Guarantee

Owner of Stallion gives a live foal guarantee. In the event a live foal, as defined above, does not result, Owner of Stallion will give a repeat breeding, as set forth herein below, if Stallion Owner is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owner's mare. Either statement must be under the signature of a licensed Veterinarian.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

Dated: _____

Owner of Stallion _____ (Signature)

Address: 6393 Westside Dr., El Paso, TX 79932

Phone: 915-494-9000

Mare Owner _____ (Signature)

Address: _____