



*Desert Spirit Appaloosas*  
Preserving the Nez Perce Dream

Leroy & Noell Devenny 63700 Crooked Rocks Rd., Bend, OR 97701 (541)610-4639

## 2011 STALLION BREEDING CONTRACT

Mare Reg. Name:	Reg. #	Breed:
Owner:	Address:	
City:	State:	Zip:
Phone:	Email:	

Available Stallions (check one per contract):

**WR Tobys Thunderbird ApHC #644897 FPD 87%**

**DREA Ochocos Rainy R. ApHC #645927 FPD 100%**

Stallion Breeding Fee: \$ **500.00**

Inclusive Booking Fee \$ **150.00** when paid prior to Feb. 15<sup>th</sup> of breeding year otherwise full amount due upon return of signed contract.

**\*\*2011 Booking Discounts: When booking to both DSA stallions (or multiple mares to the same stallion) in the same breeding season, \$50 will be reduced from each stallion's regular breeding fee or multiple mare contracts. \*\*Discounts do not apply to contracts that are already discounted during special promotions or arrangements.\*\***

1. Breeding fee includes a **non-refundable** booking fee of \$ 150.00 due by February 15<sup>th</sup> of breeding year and payable with return of this contract. Checks made payable to Leroy or Noell Devenny. The balance of stallion fees are due prior to stallion's appointment for LIVE Cover or semen collection. Invoices are due upon receipt, after which time all necessary foal registration application papers will be signed by Stallion Owner and provided to Mare Owner upon birth of live foal.

2. Mare Owner is verifying per this contract that mare to be bred is in healthy and breeding sound condition. A health certificate from a licensed veterinarian is required and must be provided to Stallion Owner before live breeding will take place. A negative culture for any NON-maiden mares and a record of current vaccinations to mare needs to accompany health certificate and include: equine influenza, sleeping sickness, tetanus and rhinopneumonitis. **Mare care** is set at \$7/day Dry or \$10/day Wet for the duration that mare is in the Stallion Owners care. 50% of mare care fees are due at the time of mare delivery to DSA for breeding. Mares presented for LIVE COVER must be barefoot on rear hooves and must stand tied for breeding. Only hand breeding takes place at DSA. Any "training" needed for your horse that takes place in order to achieve a live cover breeding will be billed to the mare owner at a rate of \$20 per hour. DSA associates only train using natural horsemanship methods. Stallion Owners will do their

best to ensure the safety of all horses but at times accidents do happen. Mare owner shall hold Stallion Owner harmless in such an event.

3. Stallion Owner agrees to provide LIVE Cover service for the scheduled breeding dates OR one collection of semen from said stallion in this contract. If the mare fails to conceive for any reason, Mare Owner will hold Stallion Owner harmless. Stallion Owner will honor paid stallion fee. Mare owner is responsible for any fees incurred in the event that the stallion would need to be re-collected and semen transported for re-breeding/AI in 2010.

4. **This contract contains a limited live foal guarantee. Said foal would stand, nurse, and live for not less than 72 hours after birth.** Should the foal expire of natural causes within the first 72 hours of birth, then return privileges of dam are for the breeding season of 2012 only. A booking fee of \$ 150 and standard mare care fees shall apply, for shipped semen a shipping/collection/handling fee of not less than \$ 400 shall apply **unless** fees are otherwise stipulated by Stallion Owners veterinary service at time of collection/handling/shipping. Live Foal Guarantee applies only if Stallion Owner is provided with a signed written statement within 10 days of foaling from the attending Veterinarian showing proof of current vaccinations and adequate care during the mare's pregnancy, as well as cause of death of foal. Foals that die due to accident or injury within the first 72 hours voids the mare's eligibility for return breeding privileges stipulated in the LFG.

5. In the event of injury, death or illness of Stallion, Stallion Owner has the option to postpone or cancel this contract until the following season or provide acceptable services to another Stallion available to Leroy or Noell Devenny. If Stallion is sold it is Mare Owners' responsibility to transport Mare to Stallions new residence or arrange for semen collection. If mare has been bred prior to death or infertility of Stallion, or death or serious injury to mare, all moneys applied will be non-refundable voiding the LFG.

6. This contract represents the **entire** agreement between parties. No other agreements, guarantees, or promises, either verbal or implied, are included unless **specifically stated** in this written contract. This contract is non-assignable and non-transferable. In the event of litigation the venue shall be Deschutes Co. Oregon or Current resident of Stallion owner at time of litigation. Mare Owner would be liable for Stallion Owners' legal fees and expenses incurred in any litigation that may arise involving, or related to, this contract.

7. Mare Owner must comply with all rules and regulations set forth by the Appaloosa Horse Club governing chilled transported semen.

8. Shipping days for chilled semen are Monday through Friday **only**. All shipping charges for transported semen will be the sole responsibility of the Mare Owner.

9. Breeding season is March 1<sup>st</sup> through August 1<sup>st</sup> of current year **ONLY!** \*\*  
Collection/Handling/Shipping fees for Shipped semen is per prices set by **NW Mare Services, Dr. Trish Kentner D.V.M.** or her associated veterinary practice.\*\*

10. Additions or addendums to contract: **Stallion Owners are not responsible for price changes made by their chosen veterinary service provider for collection/handling/shipping of semen specimen regardless of quoted pricing at the time of this contract.**

**I HAVE READ & UNDERSTAND THIS CONTRACT IN ITS ENTIRITY. I AGREE TO ALL OF THE CONDITIONS HEREIN.**

Mare Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Stallion Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ ph: (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_