

## **INSTRUCTIONS IN USING THE ONSITE BREEDING AGREEMENT**

1. **GENERAL.** These forms were prepared to be comprehensive but cannot address every unique circumstance or situation. In addition, these forms are not state law specific but are general with comprehensive language to assist the parties to the transaction in memorializing their agreement and setting forth their rights and obligations.

**THESE FORMS ARE NOT A SUBSTITUTE FOR LEGAL ADVICE. YOU MAY WANT TO CONSULT WITH AN ATTORNEY REGARDING ANY TRANSACTION TO DETERMINE WHETHER THERE ARE ANY LAWS UNIQUE TO YOUR PARTICULAR STATE OR JURISDICTION.**

### 2. **COMPLETING THE BREEDING AGREEMENT.**

When preparing the form, make sure that the following information is complete and accurate:

1. Name and address of the mare owner and stallion owner. If any one of the parties is a legal entity such as an LLC or corporation, make sure that the correct name is included as a party and the signature of the entity is in proper format.
2. Properly document the registration number of the mare and stallion and collect the breed registration paperwork.
3. Make sure that the fees charged are current and whether they are subject to change.
4. Make sure that you discuss and include who selects the type of cover, live or artificial.
5. Make sure that the agreement is clear as to who pays for the boarding of the mare and foal and what is charged for those expenses.
6. Discuss the live foal guarantee and what will void the guarantee and what the Mare owner will receive.
7. Also, review the representations and warranties provided by the Mare Owner; Make sure that you obtain documentation to verify.
8. Make sure that the parties include their correct and most up to date addresses for purposes of giving notice.

9. Always ensure that you take the opportunity to ask questions regarding the mare and stallion and what happen in the event the stallion is unable to perform. Document any responses received to your questions. It is always best to put everything in writing in your agreement. There is a risk that anything not in the written agreement may not be enforceable.
10. Make sure to include a provision of what law governs the contract and the parties' rights. Typically, you will want the law of the state in which the parties reside to govern the agreement. Also, you will want to include a provision that states that the parties are subject to a certain jurisdiction in the event of a dispute, lawsuit or arbitration over the agreement. Generally, insert the name of the State and County where the Stallion is located.
11. Discuss termination and under what circumstances the Agreement may be terminated.