

Waters Farms-Tim and Erin Waters  
80 Bennett Jones Road  
Eddyville, Kentucky 42038

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### LIVE COVER CONTRACT

Waters Farms in conjunction with Tim and Erin Waters hereby agrees to reserve one 2025 breeding to HIGH BROW BONES Reg # 5581494, for the mare \_\_\_\_\_ Reg # \_\_\_\_\_ at the stallion breeding fee of \$650.00 all inclusive (\$250 Non-Refundable Booking Fee + \$400 Stallion Fee), payable to Tim or Erin Waters.

**ALL CONTRACTS MUST BE IN AND BOOKING PAID BEFORE LIVE COVERING**

#### **On-Site Information:**

- A \$250.00 booking fee is due for all mares bred on site regardless of if the breeding is a donated or discounted, unless otherwise waived by stallion owner. Re-breed contracts have no charges and are only good for the following year.
- A negative Coggins and current Health Certificate is required on all mares bred on-site.
- It is agreed to have a veterinarian check the mare for breeding conditions and to perform such other veterinary services at the expense of the mare owner.
- It is understood that Tim and Erin Waters will not be responsible for accident, sickness or death to a mare and/or foal.
- Tim and Erin Waters will exercise their best judgment in the care and supervision of the mare and/or foal.
- All boarding fees and additional expenses shall be paid before the mare leaves the stallion owners' premises. Mare care is as follows: \$5/day.

#### **Other Information:**

- A copy of the front and back of the mare's registration certificate must be provided along with this contract.
- The mare owner agrees to have the mare checked within 30 days of covering and report back to Waters Farms with results of pregnancy. Failure to do so may result in late fees for registration application.
- The mare shall be in a healthy and sound breeding condition. Should the mare not conceive after two heat cycles, a veterinarian certificate shall accompany each mare prior to any additional coverings.
- The mare will not be put on the breeding report unless all fees have been paid in full and pregnancy status and last breeding date has been provided to Waters Farms.

•In the case of embryo transfers, if more than one embryo is produced from a single flush, then the mare owner is required to sign an additional contract for the additional embryo and pay an additional stud fee for each additional viable embryo either frozen or implanted into a surrogate immediately.

•In the event something should happen to the stallion where he can no longer be a standing stallion, then we will offer an opportunity of one breeding to one of the stallion owner's other stallions of equal or lesser value, if available. The stud fee is non-refundable in the event something happens to the stallion. The breeding is to be used within a two-year span. The breeding cannot be sold or assigned to anyone else.

Limited Live Foal Guarantee:

•If the contracted mare dies or is deemed unfit to breed during the season she is contracted, a substitute mare may be bred without any additional breeding fee for that same season upon approval by the stallion owner. No refunds will be given on any fees associated with this contract.

•A live foal is defined as one that will stand and nurse within 24 hours. If foal is born dead, mare owner agrees to furnish the stallion owner, within 7 days, a certification from a licensed veterinarian that the foaling was an attended foaling and deliver a written statement from vet giving details required to substantiate the failure of the mare to produce a live foal. In such case, the mare owner will have the right to rebreed contracted mare the season following the original contract only or substitute a different mare for the rebreeding providing that the substitute mare is of same quality and condition as the original mare approved, determined in the stallion manager's discretion. In such a case, return privileges will be available for the season following the original contract season. If the mare owner fails to rebreed the following year after the original contracted season, then all fees become forfeited, the right to rebreed is canceled and the stallion owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.

•Any mare that is to be re-bred must have a clean/negative culture on file with Waters Farms before any live covering. It is also recommended that the mare be put under lights no later than November 15th prior to the next breeding season and be ready in the early part of the breeding season.

All parties acknowledge that this agreement is made and performed within the County of Lyon, State of Kentucky. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the State Court located in Lyon County, Kentucky and shall be construed and enforced under the laws of the State of Kentucky. Both parties agree that at no time will any damages be awarded in any amount greater than the actual stud fee paid.

The mare owner shall be liable for any legal expense incurred by Waters Farms in securing payment for services rendered under the provisions of this contract.

This contract is voided if it is altered in any way or not returned within 30 days from the date of issue. Please keep a copy for your records.

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Waters Farms

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Mare Owner/Lessor

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Date

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Date

## 2025 Information Form

Must be completed and returned with contract and \$250.00 Booking Fee. Please print legibly.

Contact Information (contract will be filed under this name):

Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Mare Information:

Mare's name: \_\_\_\_\_ Breed: \_\_\_\_\_ Reg # \_\_\_\_\_

Mare will be bred to High Brow Bones for the 2025 breeding season.

Approximate Month of Breeding: \_\_\_\_\_

Is this an embryo transfer breeding? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is this mare under a lease agreement? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, please provide the following, as well as a copy of the lease agreement:

Owner Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_