Advice to Breeders in relation to the contract of breeding Stallions and Mares.

In relation to the process of having a mare covered; the following pieces of advice are useful items to consider and it is best that these items are covered in a written contract between the mare owner and the stallion owner.

1. Once a suitable stallion for has been chosen, the mare owner should agree the covering fee for the service and any additional costs likely to be incurred (ie keep, veterinary fees) should also be agreed in advance with the stallion owner in a written contract.
2. Important dates should be included in the contract. Of particular importance are the covering dates and the payment dates for covering and keep fees.
3. Payment should be documented and recorded. The mare owner should ensure that they use a payment option which provides a receipt, and the receipt should include the total payment and identify the breakdown of the items that make up the total amount.
4. Mare owners should ensure that they receive the mare owners yellow copy ‘Record of Service’ of the covering from the stallion owner.
5. The contract may also specify what should happen if the mare does not go in foal (ie free return, return of fees, etc.).

A sample contract is given overleaf and we recommend that both Mare owners and Stallion owners adopt a practice of completing a written contract for each stud service of their horse.
STUD SERVICE CONTRACT

THIS CONTRACT CERTIFIES THAT:

Reg. Mare Name ......................................................
IHR Reg. No: .................................................................
Sire: .................................................................
Dam: .................................................................
Last foaling date: ..............................................................
Mare Owner: ..............................................................
Address: .................................................................
Contact No.: ..............................................................

IS BRED TO:

Reg. Sire Name: .................................................................
IHR Reg. No: .................................................................
Sire: .................................................................
Dam: .................................................................
Stallion Owner: ..............................................................
Contact No.: ..............................................................
Dates of covering: ..............................................................

FEES

Date of arrival of the mare to the stud __________
The agreed fee for the covering of the mare is €____
Date of departure of the mare from the stud _______
Daily/weekly keep fees while at stud is €________

CONDITIONS

THE MARE OWNER AGREES TO:

1. Pay the stud service fee on arrival/departure/ on an agreed date ________, as specified in this contract.
2. Pay all other incurred costs on departure/ on an agreed date ________.
3. Pay any veterinary fees in respect of this mare on presentation of properly documented receipts.
4. Deliver the mare in good health and in season.
5. Have the mare details/passport with the mare when she is sent to stud.
6. Notify stud stallion owner/agent, in writing if no pregnancy results from the mating. Failure to do so will result in no return service being provided. If the mare fails to conceive on the return service, this contract is terminated.

Mare owner/agent signature ____________________
Date____________________________

THE STUD OWNER AGREES TO:

1. Cover the above-named mare with the above-named stallion.
2. Provide the mare owner with a written receipt for the stud service and a record of the breeding dates.
3. Sign a covering certificate and promptly provide the mare owner with the yellow ‘Record of Service’ of the covering and return the Covering Certificate to HSI by 1st October in the year of covering the mare.
4. Have the stallion in good physical condition.
5. Provide a return stud service of the same stallion to the same mare if no pregnancy results from the mating, at no charge.
6. Take normal adequate care of the mare while in our charge. The agreed daily/weekly keep fee given above will apply for each full day/week that the mare is kept at the stud.
7. Advise the mare owner in advance of incurring any veterinary fees in respect of this mare as they arise.

Stallion owner/agent signature ____________________
Date____________________________