



Nomination/Breeding Contract

Stallion Reg. Name: _____ Registration #: _____ Breed: _____

Stallion Agent/Manager's Email: _____ Phone: (____) _____

Address: _____ City/St/Zip _____

Stallion Owner: _____ Stallion Owner Current ApPHA Member? () Yes () No

Address: _____ City/St/Zip _____

Stallion Owner Email: _____ Phone: (____) _____

The breeding will sell under terms expressed in stallion owner's current year service contract, except when in contradiction with that of ApPHA. In that case, ApPHA contract will take precedence.

WITNESSETH:

In consideration of one dollar and other good and valuable consideration, we the owners of the stallion recorded above, sell, transfer, and assign to ApPHA, a Breeding Service for the year 2021, to the above-named stallion. It is expressly understood by all parties to this agreement that this breeding service is assignable only by ApPHA, pursuant to the terms and conditions of its APPSolute Sires Program for the year in which said breeding applies, said terms and conditions being incorporated herein by direct reference thereto. All parties to this agreement are further bound and agree to all of the following terms and conditions:

1. Mare owners shall be entitled to one return privilege in the following year for the same mare, if said mare does not produce a live foal (LIVE FOAL - Stands alone/unassisted, Nurses, Lives for 24 hours) in the year following the first breeding pursuant to this contract, or in the event of the death, or vet-certified breeding unsoundness of said mare, a substitute approved by stallion owner may be bred.
2. That should the above-named stallion die or become unfit for breeding purposes and said mare has not been serviced by said stallion, then any monies paid by mare owner to ApPHA shall, upon proper verification of the above named stallion owner, be given credit to purchase another stallion fee in the succeeding APPSolute Sires Program. If credit balance remains, credit will be issued for the balance the second year. Should the above-named stallion die before the breeding sells, the breeding can still be purchased for half of the advertised stud fee plus \$100 administrative fee to make foals eligible for an APPSolute Futurity.
3. The mare shall be in a healthy and sound breeding condition and a veterinarian certificate shall accompany all dry mares. Failure to furnish this certificate will be authorization to have the mare examined by a veterinarian at the mare owner's expense. The mare owner hereby gives permission to have the mare treated by a licensed veterinarian and have normal veterinarian services performed for anything which might insure the mare's well-being, including as many pregnancy examinations as deemed necessary by the veterinarian.
4. In order to qualify for this breeding service, the mare must be halter broken.
5. The stallion owner agrees to diligently try to settle the mare, if, however, she does not settle, the stallion owner nor attending veterinarian will be held responsible.
6. A Breeder's Certificate shall be furnished to the mare owner upon payment in full of all board and veterinarian expenses owed and birth of live foal.
7. The breeding will sell under the conditions as set forth in the ApPHA APPSolute Sires Stallion Nomination Breeding Contract completed by stallion owner or agent, which is outlined below in #8. ApPHA acts only as agent in this sale and will not be responsible for accident, sickness, or death to any stallion, mare and/or foal. Stallion owner and mare owner hold ApPHA harmless in the event of a published error of these fees. This contract will supersede and the mare owner's payment to the ApPHA is in acceptance of these terms. All fees below are subject to verification by the ApPHA.
8. The advertised breeding fee for this stallion for 2021, is \$_____ * or Private Treaty** (all fees listed as US funds)
 - a Does this advertised breeding fee include the chute fee that is listed below? Yes () No () If yes, it will be subtracted before configuring the ApPHA breeding fee.
 - b Fee for horses standing at private treaty or not to the public is \$500 plus \$100. Mare owner is responsible for the following fees as applicable. Shipping fee: \$_____ Chute fee: \$_____ Container Deposit: \$_____ Collection fee: \$_____
 - c Mare Care: \$_____ Day/dry \$_____ day/wet other: _____
9. Upon sale of Breeding Service, stallion owners are entitled to a free nomination for a foal of the current breeding year.
10. Mare owner is responsible for the following fees as applicable: Chute Fee, Mare Care, Collection Fee, Container Deposit and Shipping Fee.
11. The successful purchaser of the breeding hereby consents to ApPHA affixing their name to this contract and by presentation of a mare pursuant to the Breeding Service which is sold through this program, the mare owner agrees to all terms and conditions herein.
12. When the Breeding Service is sold, the stallion and mare owners will receive one (1) copy of ApPHA's breeding contract with the name of the mare owner inserted. The mare owner acknowledges that delivery of the mare for breeding constitutes in and of itself acceptance of all the terms and conditions of this agreement.

Stallion Owner/Agent Signature: _____ Dated this _____ day of _____, 2021

Email APPSolute Sires nomination form to:

Wendy Jo McCain wendy@xtremedesignproducts.com