

Clovermeade Ponies 2025 Stallion Contract

Clovermeade Ponies ☐ 4755 N. Lamar Rd. ☐ Mt. Juliet, TN 37027 ☐ 615-587-8011

This "Agreement" made and entered into this (date) _____ between Cheryl Patton, doing business as (dba) Clovermeade Ponies, herein, referred as the "Stallion Owner", and (Mare Owner's name) _____, herein referred to as "Mare Owner".

Mare Owner address:

Mare Owner phone number:

Witnessed,

Whereas Cheryl Patton is the owner of the stallion selected for breeding (select below)

	Name of Stallion	Breeding Method	Stud Fee
	Clovercroft Hero of the Heart	AI Only	\$1000
	Clovermeade Heart of Gold	AI only	\$650
	Arnaby Obsession	AI only	\$600

AND

the Mare Owner is the Owner of the following Mare

Name:

Reg. #:

Date foaled:

Color:

Height:

Sire and Reg. #:

Dam and Reg. #:

Status (select one): Maiden Barren Due to foal date

Now therefore, it is agreed as follows:

1. Breeding Fee

1.1 The total breeding shall be \$ _____ of which \$150.00 shall be a non-refundable booking fee for this breeding payable upon execution of this contract.

1.2 The balance of the breeding fee must be paid in full at the time of scheduling service. Collections will not take place if balance has not been paid in full.

1.3 Upon payment of booking fee, Clovermeade Ponies does hereby reserve for the Mare Owner one season's booking for the breeding year 2025 from April 1st to August 1, for the services of the mare to the stallion.

1.4 On farm mare bills shall be paid to Cheryl Patton within 15 days of billing date. Interest at the rate of (10%) percent per month shall be charged on all unpaid balances.

1.5 In the event that the stallion owner incurs attorney's fees and/or legal costs in securing or protecting any rights available to them under this contract, the Mare Owner agrees to pay all attorney's fees and costs. In the event of non-payment of over 30 days, this contract is considered null and void and Cheryl Patton retains full ownership of foal.

2. Pregnancy Examination

2.1 Mare Owner hereby agrees to have the mare examined for pregnancy by a licensed veterinarian per the following minimum schedule and notify Clovermeade Ponies within 10 days of the results of each examination: Between 15 and 30 days, and if positive again between 50 and 120 days following the last breeding date. All pregnancy checks must be done with an ultrasound, rectal palpation will not be accepted.

2.2 Failure to have mare examined, and to notify Clovermeade Ponies of her pregnancy status shall automatically render all guarantees null and void. Mare Owner understands that the mare's breeding document indicating the date or dates of the breeding of mare, and the date mare is diagnosed "in Foal", must be signed by a veterinarian and returned to Clovermeade Ponies within 15 days after the second examination or all guarantees are null and void.

3. Return Services

3.1 This contract guarantees a return service privilege in the same year for the same mare and the same stallion if the mare is examined by a veterinarian and found to be barren at 60 days (or earlier) from the date of last service. If after three covered heat cycles the mare does not conceive, the Mare Owner may substitute another mare with approval from Cheryl Patton.

3.2 All collection and shipping fees for return services will be paid by the Mare Owner.

4. Live Foal Guarantee

4.1 Should the mare not produce a live foal that stands, nurses, and lives for 24 hours, the Mare Owner shall be entitled to a return service to the stallion in the following breeding year. This clause applies and is also binding in the case of abortion.

4.2 The live foal guarantee is expressly contingent upon Mare Owner properly caring for pregnant mare throughout gestation including, but not limited to proper nutrition and deworming, vaccinations appropriate for the geographical area, and use of products labeled safe for pregnant mares.

4.3 Should the stallion die or become incapacitated after the mare has been first bred, the Mare Owner becomes entitled to return service. Clovermeade Ponies shall adjust in its sole discretion, the breeding fee in accordance with breeding fee being changed for a successor stallion owned by Clovermeade Ponies. If the Mare Owner does not wish to breed to another stallion owned by Clovermeade Ponies, a refund of the stud fee, minus the booking fee, will occur. All incurred boarding, shipping and collection fees are non-refundable.

4.4 Should the above mare die or become unfit for breeding, another acceptable mare may be presented as a substitute.

4.5 If the Mare Owner fails to provide the mare (or a substitute mare if mutually agreed upon) for rebreeding the following year, then any and all fees paid **shall not be refundable**; the right to rebreed is thereby canceled and the stallion owner is released from any further obligation whatsoever.

4.6 Under the guarantee only the breeding fee is free the second year. The Mare Owner will also be responsible for all additional shipping fees and collection fees for the return breeding. The live foal guarantee is completed with the mare being checked in foal after the rebreeding. The following conditions apply for a rebreeding guarantee:

Clovermeade Ponies must be notified of the abortion or death of the foal, within 48 hours by phone or email. A signed, written statement must follow within 15 days of the phone call or email from a licensed veterinarian stating the cause of the loss of pregnancy or death of the foal and that the foal did not stand and nurse.

5. Liability

5.1 The Mare Owner shall assume all responsibility for the condition of the mare and risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore, agrees to hold Clovermeade Ponies (or any person employed by or associated with Clovermeade Ponies) harmless for and all damages associated therewith.

6. Collection

6.1 The Semen collection, evaluation and processing fee is per collection \$175.00 with 24-hour notice Monday through Friday. Collection requests with less than 24 hours' notice are \$250.00.

6.2 The breeding shed is open from April 1 to August 1, 2025.

6.3 Collections requests received later than 9:00 am CST on the day of collection will not be accepted.

6.4 Mare Owner agrees that the veterinary practice which will perform the insemination must contact Mary Kathryn Glenn, Farm Manager at Clovermeade Ponies, by telephone before semen will be collected. Direct contact between the veterinary practice and Mary Kathryn Glenn is essential.

6.5 Cancellations the day of collection must be made by 9am CST by contacting Mary Kathryn Glenn.

7. Semen Transport and Shipping

7.1 The Mare Owner shall pay, in addition to the booking and breeding fees, all costs of transporting the semen from Clovermeade Ponies to Mare Owner, as well as insemination of the mare.

7.2 Clovermeade Ponies is not responsible for loss, delay, or damage to semen during transport or after receipt of semen.

7.3 Payment of a \$250 fee for shipping will be required before shipping, this includes a \$30 deposit on a shipping container which will be refunded upon return of the container.

7.4 Semen will be transported or shipped in Equine Express II™ Cooled Semen Shipping Kit™ containing 1 or 2 50 ml, sterile, all-plastic syringes depending on the volume needed to reach 100 billion extended sperm. This is the only USDA-APHIS container approved for international shipping.

7.5 All shipped semen will be shipped FedEx or UPS priority overnight w/am delivery. We will only ship with the Clovermeade Ponies account number with no exceptions.

7.6 In lieu of shipping with a parcel service, Clovermeade Ponies will transport semen up to 45 miles from our farm address by 2pm on the day of collection for a fee of \$130, including a \$30 deposit on a shipping container which will be refunded upon return of the container. This radius includes the reproductive practice for TN Equine hospital.

8. Semen use

8.1 The Mare Owner agrees to use the fresh shipped semen ONLY on the mare named above in this contract and will destroy any/all leftover semen. Insemination of mare must be performed by a licensed veterinarian who shall verify in writing the shipped semen has been used only to inseminate the mare named in the contract.

8.2 If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then the Mare Owner must notify the Stallion Manager within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion fee of \$_____ for each pregnancy.

9. Registration

9.1 A breeder's certificate will be issued to the Mare Owner only after all expenses have been paid in full and upon notification of a live foal.

9.2 The Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.

10. Transferability

This contract may not be sold or transferred.

11. Warranties

10.1 The Stallion Owner makes no warranties, expressed or implied, with respect to the health, condition and fertility of the stallion and specifically does not warrant the merchantability or fitness for any purpose of the semen purchased under this agreement.

10.2 The Mare Owner agrees to hold the Stallion Owner harmless if the mare does not settle.

10.3 The Mare Owner agrees that the Stallion Owner does not make any guarantees as to the quality or conformation of the foal nor that the foal will be free of any inherited trait, infirmity, conformation defect or disease.

12. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Tennessee. Any legal action commenced to enforce or interpret this Agreement shall be brought in Williamson County, Tennessee. The parties hereto consent to both venue and jurisdiction in Williamson County, Tennessee, and any attempt to pursue legal action in any other state shall be void for lack of jurisdiction in that foreign court.

13. Entire Agreement

This AGREEMENT constitutes the entire agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this AGREEMENT. No oral modifications will be considered part of this AGREEMENT unless reduced to writing and signed by all parties before a notary.

Executed on the date first set forth hereinabove.

I agree to the terms of this contract.

Mare Owner Signature _____

Mare Owner Name _____

Address _____

Phone _____

Email _____

Stallion Owner Signature _____

Cheryl Patton
202 Thornhill Crescent
Brentwood, TN 37027
615-476-3737

Clovermeadeponies@gmail.com

Payment Information:

Preferred payment for \$150 deposit and balance is Zelle. We can also accept checks (made out to Cheryl Patton).

Contact Information for Clovermeade Ponies:

Phone Numbers:

- Cheryl Patton: 615-587-8011
- Elizabeth Ivanovich: 615-587-8011
- Mary Kathryn Glenn: 615-564-0354

Email: clovermeadeponies@gmail.com

Farm address: 4755 N. Lamar Rd. Mt. Juliet, TN 37122

Mailing address: 202 Thornhill Crescent, Brentwood, TN 37027