



# CRYING COYOTE FARM

## LLANARTH ROYALTY

### 2025 BREEDING & BOARD CONTRACT

**STALLION:** \*Llanarth Royalty - Section B Welsh Stallion | WPCSA #: 51700 | WPCS (UK) #: 94031

**STALLION OWNER:** Crying Coyote Farm, LLC

37351 Bailey Hill Road, Dade City, FL 33525

Cell 515.208.8328 | Email CryingCoyoteFarm@yahoo.com

**VETERINARIAN:** Cynthia Daniels, DVM

Daniels & Daniels Equine Services

Office 813.779.1061 (on-site MARE care requires account set-up prior to services being provided)

This agreement is made between **Crying Coyote Farm, LLC**, hereafter called the **STALLION OWNER**, and \_\_\_\_\_, hereafter called the **BREEDER**.

The **STALLION OWNER** does hereby agree to breed the stallion, \***LLANARTH ROYALTY**, hereafter called the **STALLION**, to the mare detailed herein and referred to as the **MARE**.

#### BREEDING TYPE

Transported chilled fresh semen is available for artificial insemination (AI) remotely or at fresh semen is collected at Crying Coyote Farm. Live cover is not available. Check desired breeding type:

Transported Chilled Semen       On-Site AI       Frozen (no collection)

#### APPLICABLE FEES

*Check all that apply - Payable to CRYING COYOTE FARM, LLC.*

<b>2024 Stud Service Fee (AI)</b>	<input checked="" type="checkbox"/> <b>\$550.00/Per Mare</b>
<b>DVM AI Collection Fee*</b>	<input type="checkbox"/> <b>\$250.00</b> (w/extender) <input type="checkbox"/> <b>\$200.00</b> (No extender/On-Farm)
<b>Non-DVM AI Collection Fee*</b>	<input type="checkbox"/> <b>\$150.00</b> (staff collection w/extender – pre-approval required)
<b>Shipping Fee</b>	<input type="checkbox"/> <b>Actual Cost</b> (counter to counter air cargo, FedEx, UPS)
<b>Shipping Box (New)</b>	<input type="checkbox"/> <b>\$35</b> Equine Express II (48hrs) or <input type="checkbox"/> <b>\$25</b> EquiSaver (24hrs)
<b>Airport Shuttle</b>	<input type="checkbox"/> <b>\$100</b> (for counter-to-counter air cargo to TPA)
<b>MARE Stall Board</b>	<input type="checkbox"/> <b>\$30/day</b> (plus applicable veterinary expenses)
<b>MARE Paddock Board</b>	<input type="checkbox"/> <b>\$20/day</b> (plus applicable veterinary expenses)

On-site MARE care is available at Crying Coyote Farm with veterinary services provided by VETERINARIAN, Daniels & Daniels Equine Services. BREEDER is required to set-up customer account with Daniels & Daniels prior to delivery of MARE. Board agreement detailed below.

#### MARE REQUIREMENTS

The BREEDER certifies that he/she is the sole owner of the MARE, or has full authority to enter into this contract, on behalf of the owner(s). The BREEDER represents and warrants that the MARE to be bred is healthy and in sound breeding condition. The BREEDER agrees to have the MARE current on worming

and vaccinations before insemination. If registered, a photo of MARE's papers must be furnished and returned with this contract.

### **SERVICE TERMS & LIVE FOAL GUARANTEE**

Llanarth Royalty is available for AI semen through mid-March 2025. After that time he will be gelded and only frozen semen will be available. Depending on breeding date, cooled or frozen semen will be provided and should MARE fail to be in foal after initial insemination, STALLION OWNER agrees to provide one dose of frozen semen for a repeat service AFTER receipt of signed DVM certificate or email from DVM confirming that MARE is not in foal and payment of outstanding fees. The contract is not transferable and cannot be resold. Should the MARE not produce a live foal (i.e. a newborn foal that stands and nurses), the BREEDER is entitled to return breeding. This guarantee shall only apply if the STALLION OWNER is notified in writing within 72 hours of the foal's death. A statement of details by a licensed DVM must follow within 10 days or the guarantee becomes null and void. This clause is also binding in case of abortion. If the MARE absorbs her pregnancy, written verification or email of this fact from your DVM is required. Should the stallion die or otherwise be unavailable for a qualified rebreeding, the STALLION OWNER shall refund the amount that has been paid towards stud fee by BREEDER.

### **FOAL REGISTRATION**

The BREEDER will be issued a valid breeding certificate for the WPCSA by the STALLION OWNER when the MARE has a live foal, all paperwork has been returned, and all fees and/or expenses paid.

### **ON-FARM BREEDING & MARE CARE AGREEMENT**

BREEDER will pay all veterinary related expenses directly to VETERINARIAN including insemination. BREEDER will be responsible for on-farm MARE care fees and payment is to be made upon return of MARE to BREEDER.

#### **\*\*\*\*\*PLEASE READ CAREFULLY BEFORE SIGNING\*\*\*\*\***

**WARNING - Under Florida Law (Chapter 773, Equine Activities)**, This Florida statute provides that an equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities. Liability will not be limited by statute, however, where the equine professional or sponsor knew the tack or equipment was faulty, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or is otherwise in lawful possession of the land or facilities where the injury is attributable to a known dangerous latent condition, commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, or intentionally injures the participant. Posting of warning signs alerting participants to the limitation of liability by law is also required.

At the commencement of this agreement, the BREEDER intends for STALLION OWNER to undertake the boarding and breeding of MARE listed below and to provide other incidental services according to terms and conditions set forth herein. OWNER agrees to pay to STALLION OWNER the sum of the Applicable Fees for boarding MARE. Charges for boarding and other incidental services will be invoiced to BREEDER monthly and are due on the 1<sup>st</sup> of the month following invoice or prior to mare being released to BREEDER.

### **FEE SCHEDULE FOR BOARDING SERVICES**

Fee schedule and board availability may change. STALLION OWNER agrees to provide OWNER at least 30 days notice for changes of fees that are within the control of STALLION OWNER.

### **STANDARD OF CARE AND RISK OF LOSS OF MARE**

STALLION OWNER shall board MARE in accordance with generally accepted professional standards. STALLION OWNER will exercise reasonable care for the protection of MARE and shall board MARE to the best of her/their ability. STALLION OWNER will provide suitable facilities and care for MARE in an adequate manner with feed being determined by STALLION OWNER unless agreed upon in writing and will keep OWNER informed of any concerns in condition, performance or health. During the time that MARE is/are in custody of STALLION

OWNER, STALLION OWNER shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the MARE(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s), except in the event of willful negligence on the part of STALLION OWNER. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on STALLION OWNER's premises, while hauling or competing at show. The BREEDER fully understands that STALLION OWNER does not carry any insurance on MARE or for any other purposes. Public liability, accidental injury, theft or equine mortality insurance and all risks connected are to be borne by the BREEDER. The standard of care applicable to STALLION OWNER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall STALLION OWNER be held liable to BREEDER for equine death, injury or theft in an amount in excess of \$1,000 per animal. BREEDER is encouraged to obtain equine insurance for any animals valued in excess of \$1,000, at BREEDER's expense, or will forego any claim for amounts in excess \$1,000.

### **EMERGENCY CARE**

STALLION OWNER agrees to attempt to contact OWNER should STALLION OWNER determine veterinary treatment is needed for said MARE, but, if STALLION OWNER is unable to contact OWNER, STALLION OWNER is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said MARE(s). All costs of such care incurred will be paid directly to service provider. Any costs incurred by STALLION OWNER on behalf of OWNER must be paid by OWNER within seven (7) days from the date OWNER receives notice thereof.

Emergency Care / Surgery Candidacy: STALLION OWNER uses Equine Medical Center of Ocala (EMCO) for Emergency Veterinary Care and Surgery. Emergency care and surgery for injuries and issues like colic typically require the owner to put a deposit of at least \$2,500 with EMCO on a credit card. Actual expenses for most surgeries, including colic, typically run in excess of \$5,000. In the event of colic or other life-threatening illness or injury, every attempt will be made to reach OWNER to make decisions regarding the transport and care of MARE. Should OWNER not be available to be reached and a local veterinarian recommends transport to EMCO, please indicate below whether or not you want MARE transported (approx. \$300) for evaluation and treatment.

Initial Choice Below:

\_\_\_\_\_ **MARE IS to be transported to EMCO**

\_\_\_\_\_ **MARE IS NOT to be transported to EMCO\*\***

**\*\*If MARE IS NOT TO BE TRANSPORTED and OWNER cannot be reached by STALLION OWNER, by signing this contract, OWNER agrees that MARE may be euthanized if recommended by attending veterinarian. All veterinary care, euthanasia and disposal expenses are to be incurred by OWNER.**

### **RELEASE OF LIABILITY**

STALLION OWNER and BREEDER acknowledge there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. All parties including BREEDER and STALLION OWNER agree to mutually hold one another harmless and release all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to accident or ordinary negligence; and further agree that except in the event of gross negligence and willful and wanton misconduct, they shall not bring any claims, demands, legal actions and causes of action, against one another as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, in relation to MARE, premises, handling and training. STALLION OWNER and BREEDER and all persons interacting with MARE will sign a general "releases of liability" that is kept by STALLION OWNER (copy available).

### **STALLION OWNER'S RIGHT TO REFUSE SERVICES**

STALLION OWNER reserves the right to refuse the continuation of board services of MARE for any reason. STALLION OWNER will make every effort to give OWNER as much notice as possible should there be any disruption in STALLION OWNER's ability to provide board. In the case of a breach of contract or other event outside their control, STALLION OWNER shall give OWNER 7 DAYS written notice to remove MARE from premises. After all fees have been paid in full or balances refunded (pro-rated) this agreement is concluded.

**BREEDER RIGHT OF TERMINATION**

Upon written notice to STALLION OWNER the BREEDER may terminate this agreement for any reason. STALLION OWNER shall be paid for all fees incurred up to the termination date or as long as MARE is on premises. After all fees have been paid in full this agreement is concluded.

**ENTIRE AGREEMENT**

This contract represents the entire agreement between the parties. This contract is made and entered into in the county of Pasco in the state of Florida and shall be enforced and interpreted in accordance with the laws there. If any clause, phrases or word is in conflict with Florida State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect. Other legal agreements may supplement this contract.

**SIGNERS STATEMENT OF AWARENESS: I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.**

**MARE INFORMATION (to be listed on breeding certificate)**

Name of Mare: \_\_\_\_\_

Breed of Mare: \_\_\_\_\_ Registration #: \_\_\_\_\_

Year of Birth of Mare: \_\_\_\_\_ Color of Mare: \_\_\_\_\_

Owner Name & Address (if not breeder): \_\_\_\_\_

\_\_\_\_\_

Maiden? Yes / No . Last year bred: \_\_\_\_\_ Intended Month of Breeding: \_\_\_\_\_

Breeding Problems: \_\_\_\_\_

**BREEDER INFO (to be listed on breeding certificate)**

Name of BREEDER (please print): \_\_\_\_\_

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

Cell Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

AI Shipping Address (if applicable): \_\_\_\_\_

BREEDER's AI Veterinarian Name/Phone:  
\_\_\_\_\_

FEDEX/UPS Billing # (if preferred over billing): \_\_\_\_\_

**PAYMENT OPTIONS TO CRYING COYOTE FARM, LLC:**

Bank Wire: Bank Routing: 267084131, Account: 830059189, JP Morgan Chase, Zephyrhills, FL

PayPal: "Friend/Family" CryingCoyoteFarm@yahoo.com (if not sent "friend/family" add 3% for fees)

Venmo: www.venmo.com/CryCoy Check: Payable to Crying Coyote Farm

Intended Payment Method: \_\_\_\_\_

By signing here, BREEDER certifies and agrees that she/he has read the entire contract, understands the contract and is in agreement with the contract:

BREEDER's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STALLION OWNER Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_