

**David W. Wade**

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| For Office Use Only     |             |
|-------------------------|-------------|
| Sent _____              | Rec's _____ |
| Booking Fee Rec'd _____ |             |
| Acct# _____             |             |

**Stallion Booking Contract Season of 2024**

Stallion Booked to **Better Caviar** Service Fee (U.S. Currency) **\$1,500.00**

Name of Mare \_\_\_\_\_ Year Foaled \_\_\_\_\_ Tattoo# \_\_\_\_\_

Mare's Race Record/Earnings \_\_\_\_\_ Color \_\_\_\_\_

Sire \_\_\_\_\_ Dam \_\_\_\_\_ By \_\_\_\_\_

Owner of Mare \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Bus Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

**(Please advise if accounts are to be sent to other than Owner)**

Name \_\_\_\_\_

Address \_\_\_\_\_

**BREEDING STATUS**

Was Mare bred in **2023**? \_\_\_\_\_ If so, to what stallion? \_\_\_\_\_ Result \_\_\_\_\_

Was Mare bred in **2022**? \_\_\_\_\_ If so, to what stallion? \_\_\_\_\_ Result \_\_\_\_\_

Give particulars of any known breeding or foaling problems. \_\_\_\_\_

Is Mare: In Foal?  Due Date \_\_\_\_\_  Maiden  Barren

Mare to be bred  as transported semen Present Farm \_\_\_\_\_

as a transient Mare (trailer-breeding) Contact Name \_\_\_\_\_

as a boarder at Lindwood Farm, Greensburg, PA Phone \_\_\_\_\_

**Breeding/Boarding arrangements, contact Lindwood Farm**

**Office: 724-836-1802 Ext. 26 Cell: 724-396-9602**

**FARM REQUIRES 24 HOUR NOTICE OF ARRIVAL OR DEPARTURE OF MARES.**

**ALL MARES REQUIRE NEGATIVE COGGINS TEST TAKEN WITHIN 180 DAYS OF ARRIVAL.**

**ALL ACCOUNTS AND BOARD BILLS MUST BE PAID IN FULL BEFORE ANIMALS LEAVE THE FARM.**

I hereby agree to breed the above Mare to **Better Caviar** subject to the foregoing terms and those on the reverse side of this contract.

Owner's/Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE COMPLETE CONTRACT AND RETURN ALONG WITH COPY OF REGISTRATION**

## BOOKING CONTRACT

Name Of Mare: \_\_\_\_\_

- (1) Purchaser agrees to purchase a breeding nomination to the standardbred stallion, BETTER CAVIAR, and as payment in full, purchaser agrees to pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) to DAVID W. WADE. Section (1) does not apply to Complimentary Breedings.
- (2) Lindwood Farm Inc., Greensburg, PA, where the Stallion stands at stud, charges a semen processing fee and insemination fee for each cover. Lindwood Farm reserves the right to collect these fees prior to rendered services.
- (3) DAVID W. WADE, stallion owner, reserves the right to charge a stallion collection fee (up to \$300) for each cover and the undersigned Purchaser(s) agrees to pay such fee.
- (4) Each mare shall be booked specifically by name and the booking may not be transferred to another mare without prior written consent by DAVID W. WADE. There is no guarantee of another booking. Also, purchaser agrees that if semen has been transported DAVID W. WADE nor Lindwood Farm Inc. shall not be liable for delays, errors or injury resulting from the insemination to above named mare.
- (5) Lindwood Farm Inc., their agents, employees, nor DAVID W. WADE shall be liable for injury, death or disability suffered by any horse, mare, or her offspring from any cause whatsoever while in its custody or control or while at Lindwood Farm Inc., and the owner specifically assents to such condition and waives all claims for damages resulting from such injury, disability, or death.
- (6) The Purchaser agrees the above-named mare is free of all infections and physically fit for breeding purposes and such mare is not vicious or unmanageable. DAVID W. WADE and Lindwood Farm Inc. may decline to breed any mare(s) for such reasons or for patrons with overdue accounts.
- (7) The Service Fee is due and payable when the mare produces a live foal, mare ownership thereof changes or is leased or 30 days after the mare is due to foal (11 months gestation), whichever occurs first. A live foal is one that can stand and nurse unassisted. If the mare fails to produce a live foal, a Service Fee paid in advance will be refunded upon return of mating certificate and a veterinarian statement within 30 days stating specifically that the mare has been pronounced barren, has slipped, or has given birth to a dead foal. In the event of a slip, proof must be shown the mare has received at least two vaccinations during pregnancy for equine rhinopneumonitis. A 1-1/2% monthly service charge will be added to any balance over 30 days outstanding. If, after the service fee is paid, a mare is sold in foal with the stud fee stated as PAID AND NON-REFUNDABLE, whether privately or at public auction, the stud fee will not be refunded if the mare loses the foal.
- (8) All accounts pertaining to the above mare or client must be paid in full with interest, if applicable, before a mating certificate will be issued.
- (9) This booking contract shall also constitute a security agreement. Owner hereby grants to DAVID W. WADE a lien and security interest in and to the above-named mare and any offspring of the mare arising out of this contract. DAVID W. WADE shall have all the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code, including, but not limited to, the right to sell collateral in satisfaction of its lien. The undersigned hereby appoints DAVID W. WADE as its attorney-in-fact to do all acts and things on behalf of owner that DAVID W. WADE may deem necessary or desirable to effectuate DAVID W. WADE's rights under this agreement including without limitation the filing of financing statements to perfect the security interest granted hereby and execution of documents required by the USTA or any other entity to register, sell or transfer to DAVID W. WADE or any designee thereof any horse upon which DAVID W. WADE has a lien hereunder.
- (10) In the event legal assistance is required to collect charges accruing hereunder, all expenses, including reasonable attorney's fees, incurred by DAVID W. WADE and Lindwood Farm Inc shall be borne by the undersigned Purchaser(s).
- (11) In the event BETTER CAVIAR is removed from Lindwood Farm or in any manner becomes unfit for breeding before serving the mare, or if the mare dies or otherwise becomes unfit to be bred, this contract is and shall be null and void.
- (12) All barren mares are required to undergo examination for genital tract infection and statement of negative culture is to be furnished to Lindwood Farm Inc. In the event that any mare has failed to become pregnant after being bred on two heat periods, a statement of negative culture may be required before being bred again.
- (13) The opening and closing dates of the breeding season are solely determined by Lindwood Farm Inc.
- (14) In the event this Agreement is executed by an agent of the owner, authorization or otherwise, such agent hereby unconditionally guarantees the full and prompt payment of the Service Fee, and any and all other amounts due hereunder, as well as performance of all other obligations hereunder.
- (15) This Agreement and the application or construction thereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Pennsylvania, and Purchaser(s) agrees to submit to the jurisdiction and venue of the courts of the Commonwealth of Pennsylvania.