



Squaw's Fella

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2010

SQUAW'S FELLA BREEDING CONTRACT

Service Fee \$2,500

GENERAL INFORMATION

NAME OF MARE _____ COLOR _____ YEAR FOALD _____ TATTOO NO. _____

OWNER OF MARE: _____

Address: Street, Route, Box _____

City: _____ State: _____ Zip Code: _____

Billing name and address (if other than owner) _____

Telephone: _____ Home: _____ Office: _____

Mare's race record: Pace: _____ Earnings: _____ Sire: _____

Dam: _____ Sire of Dam: _____

Is Mare in foal? _____ To Whom: _____ Last breeding date: _____

Examined by/date _____

Is Mare barren _____ Maiden _____ Infected _____ Spec. _____ Progesterone _____

Does Mare have any problems or injuries requiring special attention or which would make breeding difficult?

If so, please explain. _____ y _____

Mare and/or foal insured with _____

(name, address and telephone of agency)

Present location of Mare _____

Mare will be: _____ Vanned in for breeding only _____ Remain until examined for pregnancy
_____ Remain until end of breeding season _____ Remain indefinitely _____ Bred by semen transport

Stallion's Owners shall only issue one (1) mating certificate per mare to register one (1) live foal per year. The USTA has final determination of eligible foals.

(1) The mare is booked specifically by name and tattoo and neither the booking nor this contract shall be sold, assigned, leased or in any other manner transferred without the prior written consent of Stallion's Owners or their designee. The Stallion Manager reserves the right to test all animals arriving at the Stallion Manager's Farm for any infection, by cervical swab or otherwise, as its veterinarian deems proper, including A.G.I.D. test, at the expense of the owner and owner hereby consents to the cancel of any booking contract, without liability whatsoever and return the animal to the owner at the owner's expense. In the event the Stallion Manager's Farm notifies an owner of its rejection of any animal, after arrival at the Stallion Manager's Farm, then the Farm shall have the right to return such animal within 24 hours, in the event that the owner does not arrange for pick-up of rejected animal. Owner warrants that the above mare is not blind, chronically lame, infected, vicious, or unmanageable.

(2) If any charges due and owing in a given month, including but not limited to service fees, are not paid on or before the 10th day of the succeeding month, the owner hereby authorizes Stallion's Owners to add to said owner's account a credit service charge of 1.5% per month. In addition, should Stallion's Owners refer such outstanding account to an attorney for collection, the owner herein

consents to pay an attorney's fee of 33-1/3% of all such sums, interest, and late charges due, together with all costs and expenses of any legal action instituted. Such attorney's fees shall be due and payable whether or not collection proceedings are instituted. All such service fees are non-refundable by Stallion's Owners and there does not exist any guarantee of live foal nor any right of the mare owner to a return breeding. Owner of mare consents that Stallion's Owners shall have a "Lien on Livestock" on the Mare and any foal resulting from the service for any outstanding or unpaid charges due for the stud fee, boarding charges, medication and veterinary services and any other charge reasonably ancillary to the breeding and boarding services provided.

(3) Service fees are due and payable when the mare has a live foal or changes ownership, whichever comes first. Any sales or use taxes, if any, applicable to the breeding shall be the responsibility of the owner of the mare in addition to the service fee. If the mare fails to produce a live foal and the service fee has been previously paid, the service fee will be refunded provided a written claim, accompanied by a veterinary certificate, is presented within thirty days after the mare was due to foal. A live foal is defined to be a foal that is able to stand up and nurse. Unless otherwise waived in writing by Stallion's Owners within 30 days from the date of this contract, the service fee is due and payable immediately if the mare is leased or offered for sale or if there is a change in ownership of the mare.

(4) All owners of the mare and agents of the owners shall have joint and several liability for all amounts due under this agreement.

(5) Stallion's Owners reserve the right to test visiting mares for infection at the expense of the owner. No barren mare, maiden mare or mare that foals under suspicious circumstances will be bred to any of our stallions without having first passed these tests. Stallion's Owners and Stallion Manager reserve the right to reject any mare deemed physically unfit for breeding before or after such treatment.

(6) Neither Stallion's Owners nor the Stallion Manager, nor their agents or employees, shall be liable for any injury, disability or death suffered by any horse, from any such injury, disability or death. The foregoing waiver specifically includes but is not limited to a waiver of any and all claims for damages directly or indirectly resulting from infection, illness, disease, fire, injury or death of any animals and Stallion's Owners and Stallion Manager, the owners of the stallion, servants, or employees of Stallion's Owners and/or Stallion Manager, the owners of the stallion, are hereby released from liability.

(7) All mares must be Standardbred and registered with the U.S.T.A. No blind mares accepted. All mares entering Stallion Manager's farm must be accompanied by or have sent in advance a negative Coggins test taken within 6 months. The undersigned owner hereby agrees to all of the terms and conditions specified above and represents that all information regarding the mare contained herein is true and accurate. The mare shall be made available for breeding through June 30 or until earlier pronounced in foal. If the mare is not made available for breeding, owner shall pay 50% of the service fee, unless the mare or the stallion dies or becomes unfit to breed or unless the mare is excused in writing by the Stallion's Owners or Stallion Manager. This fee shall be due and payable 10 days after the end of the breeding season, which shall be between July 1 and July 10, as announced by the farm.

(8) If the stallion shall in any way become unfit for service before servicing the mare, or if the mare should die or otherwise become unfit to be bred supported by a veterinarian certificate, this contract is and shall be null and void. Mare owner shall immediately notify the farm in writing if mare dies or otherwise becomes unfit to be bred.

(9) Neither Stallion's Owners nor Stallion Manager shall make any representation regarding the stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become impregnated.

(10) There shall be no modification, waiver, amendment, cancellation or abandonment of any of the terms of this agreement unless the same is in writing and signed by the parties.

(11) The mare owner is responsible for all expenses incurred for semen transport. All transported semen will be shipped via Federal Express or other similar courier and Stallion's Owners and/or Stallion Manager must have a corresponding courier account number from the mare owner for shipment. An Equitainer or approved disposable semen shipper is required for all transported semen. The mare owner shall purchase an appropriate container and send it to Stallion Manager prior to the time when shipment of semen is required. Stallion Manager must have your container at the farm when the semen shipment is needed.

(12) This agreement, and the application or construction thereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Pennsylvania. Any disagreements, contests or lawsuits arising out of or relating to this agreement shall be brought in the courts within the Commonwealth of Pennsylvania. The parties agree that service of process may be effected by certified or registered mail, return receipt requested, telegram, cablegram or delivered in person to the address of the parties identified herein or by regular mail if certified or registered mail is refused.

Approved by:

Stallion's Owners or Agent

Mare's Owner

Date

Date