

Five Oaks Stockfarms Breeding Contract

WITNESS THIS AGREEMENT this ____ day of _____, 2007, between Linda Collings or Jaclyn Bradley, agent, hereinafter referred to as "Farm" and _____, hereinafter referred to as "Mare Owner."

WHEREAS, Mare Owner is the owner or lessee of a certain mare having the registered name of _____, with the _____ Registry, Registration No. _____, foaled _____, and

WHEREAS, Mare Owner wishes to breed said mare as above-described to the stallion, **Shining Sparkcoalena Reg #4549044**.

IT IS NOW THEREFORE AGREED between the parties as follows:

Booking and Stallion Fees

- (A) Mare owner agrees to pay a non-refundable booking fee of \$100 to reserve a breeding for the 2007 breeding season.
- (B) For consideration of \$400 + \$100 booking fee, excluding mare care, Farm hereby agrees to breed the stallion, **Shining Sparkcoalena Reg #4549044**, as above-described to the mare belonging to Mare Owner as above-described.
- (C) The full amount of the stud fee as set forth above and the accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to delivery of mare to Mare Owner. Farm shall have a lien against the mare, any foal at side and the produce of the mating which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Owner's account is placed the hands of an attorney, Owner agrees a minimum fee of \$250.00 shall be assessed as attorney's fees.

Mare Care and Board

Mare Owner agrees to pay Farm, the sum of \$7 per day for dry mares and \$10 per day for wet mares in stalls and the sum of \$6 per day for dry mares and \$7 per day for wet mares in pasture. This amount will be charged per calendar day, or portion thereof, in which the mare is in the custody or control of Farm. All mare care charges, including charges of horse-shoeing, veterinary care or similar charges shall be due and payable prior to the return of mare to Mare Owner.

Mare Owner hereby states that he/she has inspected the premises of the breeding facility, including the facilities in which the mare is to be kept and is satisfied with their condition, upkeep, and safety. Mare Owner agrees that the standard of care to be imposed upon Farm is that of ordinary care of a prudent horse owner and not that of compensated Bailee.

General Conditions

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal which stands and nurses without assistance and lives 24 hours. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season with the following fees. If the mare is found open at or before the November 1st deadline, we will not require the booking fee or rebreeding fee the following year. If found in foal and late term aborts or foal fails to stand and nurse the \$100 booking is all that is required.

None of the breeding fees shall be refundable except as described below. However, the Farm guarantees a return breeding for the following breeding season for said mare or an approved mare should a "live foal" not result from this mating. Farm manager may, at any time, at his or her own discretion, refund the Stallion Service Fee less the Booking Fee, in lieu of rebreeding.

In the event of the death of the above-named stallion this contract shall become null and void. If the Stallion dies, is sold, or becomes unfit for breeding before above stated mare is bred the Stallion Fee (less the non refundable booking fee) will be refunded, and Farm and the Mare Owner will be released from any further obligation under this Agreement.

In the event of the stallion's death or sale prior to the delivery of a live foal, the live foal guarantee as above described shall become null and void. Should the mare die subsequent to payment of the booking fee but prior to breeding, only the breeding fee will be refunded to Mare Owner. No other fees or charges are refundable except as described in this paragraph.

Mare Owner agrees to furnish a negative Coggins Test prior to mare's arrival at the breeding farm. All mares shall be accompanied upon arrival by a health certificate dated within 30 days of arrival. Mare Owner authorizes Farm, to engage performance of veterinary services as Farm may deem necessary for the proper treatment, care and protection of the mare and/or foal at side. This is to be done at the Mare Owner's expense and will be billed and payable as above described. If mare fails to conceive after breeding or spontaneously aborts a culture is required before rebreeding.

In the event of colic or life threatening illness of the mare, all means available will be utilized to save said mare unless otherwise instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the mare and/or foal. This includes, but is not limited to, any personal injury or disability which the Mare Owner or Owners may receive while on the premises of the breeding facility, even if caused by negligence by the Farm, its representatives, agents, or employees. Mare Owner fully understands that Farm does not carry any outside horses in its possession, custody or control for breeding and boarding on any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be born by the Mare Owner or Owners. Farm strongly recommends equine mortality insurance be obtained

applicable to the subject horse(s) by owner. The standard of care applicable to Farm is that of ordinary care of a prudent horse owner and not as a compensated bailee.

Mares that are not halter broken will not be accepted. Owner agrees to submit a completed Horse Information Sheet at least five days prior to mare's arrival on the premises of the breeding facility. Mare Owner agrees that the mare may be tranquilized for breeding purposes if deemed necessary by the Farm.

It is understood that the breeding season for Farm commences on January 1 of the calendar year and terminates August 15 of the same calendar year, unless other arrangements have been made. Mares who do not come into season or are not settled within said breeding season as above described shall be carried over to the following year or may be rebred during following heat(s) if it is practical for Farm to do so. In the event mare owner elects to rebreed during the following breeding season, Mare Owner agrees to mare care fee.

In the event the mare owner does elect to leave the mare on the breeding premises for the purposes of a pregnancy check, mare owner assumes all responsibility for pregnancy testing. Mare Owner agrees to have said mare pregnancy checked by Nov 1 of the calendar year and provide said information to Farm within five days from the date of said pregnancy check. Failure to provide said information waives the live foal guarantee although Mare Owner shall have a guaranteed right to rebreed the following breeding season at the rate set for said breeding season.

A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. Above named mare owner will receive breeders certificate upon notification of live birth.

Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Farm.

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participants ability.

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into the State of Iowa, and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

_____ Date _____
Signature of Farm

_____ Date _____
Signature of Mare Owner