



Painted Bar
STABLES

BREEDING CONTRACT

THIS AGREEMENT, FOR GOOD AND VALUABLE CONSIDERATION RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DATED THE _____ DAY OF _____, 20____ MADE BY AND BETWEEN, PAINTED BAR STABLES, HEREINAFTER REFERRED TO AS 'PAINTED BAR STABLES' OR 'STABLE', PROVIDING THE BREEDING SERVICES SPECIFIED HEREIN, LOCATED AT 4093 LAKE AVENUE, BURDETT NY 14818, AND _____, THE OWNER OF HEREINAFTER-DESCRIBED MARE, HEREINAFTER REFERRED TO AS 'OWNER', RESIDING AT A PERMANENT ADDRESS OF _____ . THESE PARTIES WARRANT THAT THEY HAVE THE RIGHT, INCLUSIVE OF OWNERSHIP OF THE HORSES AND BREEDING RIGHTS HEREIN NAMED AND DESCRIBED, TO ENTER INTO THIS AGREEMENT.

THE FOLLOWING MARE IS BOOKED TO BE BRED FOR THE 20 BREEDING SEASON TO THE STALLION NAMED SIERRAS ALL THE GOLD, REGISTRATION # APHA 739,904.

MARE NAME _____ REGISTRATION # _____

MARE AGE _____ MARE HEIGHT _____ REGISTRATION ASSOCIATION _____

MARE COLOR _____ MARE PATTERN _____

EYE COLOR _____ KNOWN GENETICS _____

Current photos and a copy of the mare's registration papers (front and back) with current owner listed or lease agreement signed by both parties must accompany all Breeding Contracts. If your mare is insured, Painted Bar Stables must have a policy declarations page for that mare naming Painted Bar Stable as an additional insured and a contact name and number.

1. Fees:

The total stud fee, including booking fee and stud service is \$450.00. A non-refundable booking fee of \$150.00 is due with signed contract. The balance of the stud fee (\$300.00) and any other related fees are due before breeding. No mare will be bred until Breeding Contract is signed and fees paid to Painted Bar Stables.

LIVE COVER

ARTIFICIAL INSEMINATION (FEES WILL BE ACTUAL COST TO CORNELL)

Mare Care: \$15.00 per Day for Box-Stall Board

Semen Collection: est. \$210 Cooled Semen

\$11.00 per Day for Tie-Stall Board

est. \$500 Frozen Semen

\$18.00 per Day with foal

Shipping Container: \$40 for rental

Two full weeks of mare care is required without exception to ensure heat and pregnancy.

\$300 deposit (refunded upon return to Cornell)

Semen Shipping: Shipped by Cornell (estimated \$80+)

Shipping arranged by mare owner (shipping label must be furnished)

2B.1 Scheduling Collection: It is understood that Painted Bar Stables collects semen through the Cornell University Equine Park. The University is open Monday through Friday and collections cannot occur over the weekend.

It is additionally understood that an appointment may be necessary for both Painted Bar Stables and the staff at Cornell University to collect semen. While collection dates may change last minute, an anticipated window of 5 days is requested prior to collection to clear schedules and prepare paperwork for collection.

2B.1 Credit Card: For artificial insemination valid credit card information must be provided to Painted Bar Stables to cover any fees required for collection and shipment prior to any collection or shipment.

NAME ON CARD _____

CREDIT CARD NUMBER _____

EXPIRATION DATE _____ CVV _____

BILLING ZIP CODE _____ CARD TYPE: _____

AUTHORIZATION SIGNATURE: _____

2B.2 Shipping Address: Prior to collection a shipping address must be provided:

NAME OF RECIPIENT (IF OTHER THAN OWNER) _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

3. Billing

All expenses must be paid by Owner upon receipt of billing statement. Interest rate will be 5% per month will be added to any/all balances over 30 days old, cumulated each additional month. No mare will leave Painted Bar Stables and no breeding certificates released without a zero balance on account. Interest rate will be 5% per month will be added to any/all balances over 30 days old.

4. Vaccinations and Fitness for Breeding

Copy of a negative Coggins, veterinary documentation of current rabies, vaccination status for Flu/Rhino, Eastern and Western Encephalitis, and laboratory test for EVA must be given before or at the time of mare arrival.

Live Cover Mares must have documentation of a negative EVA test and proof of vaccination from an approved lab 30 days prior to arrival. If these papers are not presented at the time of arrival, the mare will be tested and quarantined for 30 days and vaccinated at the Owner's expense.

If the mare is found to be of indecent health or unsound breeding condition, or is deemed unsafe to handle for live cover breeding, the Stable maintains the right to discontinue breeding without refunds. Reasons for discontinuation may include: malnourishment, disease, leg lameness, unreasonable and abnormal violent behaviors. If at any point these conditions and behaviors are rectified within the season, the mare will be allowed to rebreed without added charge.

5. Contract Term

This contract is for the 20 breeding season beginning February 1 and ending July 15. The agreement confirms the representation by Owner that the Owner is presenting the mare named above in a healthy and sound breeding condition with a negative uterine culture and any pertinent health or breeding information made available to Stable.

6. Waiver of Liability

Both the Owner and Painted Bar Stables agree to diligently try to settle mare in foal. If mare does not settle in foal, Owner covenants and agrees to not hold the stallion owner, Painted Bar Stables or any of their respective agents or employees liable for any form of loss or damages resulting from the failure of the mare to settle in foal, including damages whether incidental, consequential, direct or indirect in nature.

7. Live Foal Guarantee/Breeder Certificate

Painted Bar Stables will provide or procure from stallion owner a Breeders Certificate for a single live foal produced from the mating related to this breeding contract. All fees and expenses must be paid prior to the release of the Breeders Certificate by Painted Bar Stable. The foregoing Live Foal Guarantee is defined as a foal that stands and nurses without assistance and survives for 24 hours after foaling.

If a live foal does not result from this mating agreement, the Owner will be entitled to two (2) additional sessions of rebreed with the mare listed in this contract for the same or next year following breeding season only if:

1. Owner notifies Painted Bar Stables within two (2) months of the cover, that the mare is not pregnant, or that the mare slipped or aborted the foal.

- OR -

Owner notifies Painted Bar Stables within 72 hours of foaling, that a live foal was not obtained, or that the mare slipped or aborted the foal.

2. A Veterinary certificate is provided to Painted Bar Stables stating that the mare did not take to the pregnancy but is certified to be fit to carry by a veterinarian or with the cause of death of foal if a foal was lost, any difficulties at parturition and a vaccination history of Pneumabort K or Prodigy at 5th, 7th and 9th month of gestation.
3. If the above requirements are not upheld or additional re-breeds beyond the two free rebreeds are required, the mare can rebreed if a non-refundable rebreeding booking fee of \$100.00 and all applicable expenses are paid to Painted Bar Stables as required for the rebreed to occur.

8. Mare Substitution

If mare named in this contract, dies or becomes unfit to breed, another mare owned by and/or leased by Owner may be allowed as a substitute mare at the Painted Bar Stables and/ or stallion owners' discretion. In event of such occurrence(s) NO REFUNDS shall be given to Owner.

9. Stallion Owner Guarantee

If stallion should die or become incapable of servicing mare, this contract shall become null and void. Painted Bar Stables and/ or the stallion owner may choose to refund ½ the stallion fee, less any fees or expenses incurred to date, provide another stallion owned or leased by Painted Bar Stables and/ or the stallion owner or use of frozen semen if possible. These options will be at the sole discretion of Painted Bar Stables and/ or the stallion owner. Painted Bar Stables assumes no responsibility for any such nullification of this contract or loss or damages, either consequential, incidental, direct or indirect resulting or claimed to result from such events. If the options delineated herein are not exercised by Painted Bar Stables the null and void clause is effective and the stud fee (less the booking fee) will be refunded to the Owner as a liquidated damage and the owners sole remedy and the parties to this agreement will be released from any further rights, obligations, or liabilities arising hereunder.

10. Embryo Transfer

Should more than one embryo or foal result from any breeding performed under this breeding Contract Owner is obligated to pay to Painted Bar Stables an additional stallion fee for each embryo obtained from the breeding performed under this Contract. In the event that such an embryo is sold by the Owner to a third party, the Live Foal Guarantee under this Contract will be null and void. Painted Bar Stables recommends embryo insurance for these types of transactions.

11. Liability

It is understood that to the fullest extent permitted by law, Painted Bar Stables, its owners, employees, volunteers, veterinarians, agents and guests shall not be liable to the Owner for any failure to settle, injury, escape, sickness, disability or death of any horses on Painted Bar Stables' premises. The Owner whose mare is under the care of Painted Bar Stables shall be responsible for any damage, injury or death to Painted Bar Stables' farm, stallion, employees, volunteers, veterinarians, or other animals in the care of Painted Bar Stables caused by the mare named in this contract.

12. Amendments

No amendment or modification of this Contract shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Contract.

13. Waiver

It is specifically understood by and between the parties to this Contract that in the event of any breach of any clause of this Contract, and the waiver thereof by any party, such waiver shall not constitute a condonation of such breach, nor shall it be considered as a waiver of any other provision or the same provision of this Contract at any other time.

15. Choice of Law and Venue

The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of New York. Venue for any action with regard to this Contract shall be in and for the County of Schuyler.

16. Attorney's Fees

Should any litigation be commenced between the parties to this Contract, Painted Bar Stables shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

17. Entire Contract

This contract and all other Contracts, exhibits, and schedules referred to in this contract constitute(s) the final, complete, and exclusive statement of the terms of the Contract between the parties pertaining to the subject matter of this contract and supersede all prior and contemporaneous understandings or Contracts of the parties. This contract may not be contradicted by evidence of any prior or contemporaneous statements or Contracts. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, Contract, commitment or warranty outside those expressly set forth in this contract.

18. Assignment

Owner does not have the right to assign this Contract to other Owners without the prior written consent of Painted Bar Stables.

19. Indemnification

Owner, to the fullest extent permitted by law, shall indemnify and hold harmless Painted Bar Stables, its officers, employees, agents and representatives from and against: (i) any and all claims, causes of action, actions, liability, loss, damages and expenses, including but not limited to claims for bodily injury, death, sickness, disease, occupational disease, personal injury, damage to property, and the loss of use thereof, all of whatever kind or nature, (all hereinafter "Claim(s)") arising directly or indirectly from, due to, or with respect to, all or any part of this contract, or the goods, products, equipment, items, systems, services and work covered by this contract (ii) any and all Claim(s) arising by reason of the breach by Owner of any of the covenants, terms, conditions, or representations given by Owner, in or with regard to this contract, (iii) any and all Claim(s) arising from or relating to the negligence, act or omission, failure to act, misfeasance, nonfeasance, or other fault, by, or of, the Owner, its officers, employees, agents,

subcontractors, suppliers, materialmen, and or consultants, (iv) any and all Claim(s) arising from any failure by Owner to comply with any applicable federal, state, county, municipal or local, law, ordinance, code, regulation, rule or order, and (v) all Painted Bar Stable's costs and expenses incurred in connection with such Claim(s), including but not limited to, Painted Bar Stable's reasonable attorneys' fees, consultant's and expert witness fees, expenses, litigation expenses, costs and disbursements, all such costs and expenses shall be paid to the Painted Bar Stables promptly, as the same are incurred.

In the event of litigation relating to the subject matter of this contract, the parties agree that, to the fullest extent permitted by law, if Painted Bar Stables so requests, at Owner's sole cost and expense, Owner shall defend any claim(s) or litigation brought against Painted Bar Stables with counsel selected by Painted Bar Stables in Painted Bar Stable's sole discretion, and if Painted Bar Stables decides to defend any Claim(s), Painted Bar Stables shall be entitled to appear, defend or otherwise take part in the matter involved, at its option, by counsel of its choosing at Owner's expense.

20. Insurance Procurement

Owner shall provide such insurance as Owner deems necessary and appropriate to cover its liability and business operations. The Owner shall comply with the workers' compensation law concerning both the Owner and his/her employees. The Owner shall provide proof of such insurance before services are rendered and upon request of the Painted Bar Stables.

21. Severability

If any covenant or provision of this Contract is found to be invalid or unenforceable by a court of competent jurisdiction or any mediator (i) the remaining terms and provisions hereof shall remain valid, and (ii) the invalid or unenforceable provision shall be deemed replaced by a term or provision that his valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

IN SIGNING THIS Contract, Owner acknowledges and represents that Owner has read the foregoing Contract, understands it and signs it voluntarily, no oral representations, statement or inducements, apart from the foregoing written Contract have been made; Owner understands and agrees that the terms of the Hold Harmless Contract and Waiver signed separately from this document shall control in event of Owner sustaining bodily injury or death at the Painted Bar Stables; I am at least eighteen (18) years of age, and I am fully competent. CONTRACT IS SUBJECT TO THE LAWS OF THE STATE OF NEW YORK ON THE DATE FIRST SET FORTH ABOVE.

"STABLE"

STABLE AND STABLE OWNER: PAINTED BAR STABLES, ERIKA L. ECKSTROM

STABLE OWNER (SIGNATURE): _____ DATE: _____

ADDRESS: 4093 LAKE AVENUE, BURDETT NY 14818

TELEPHONE: (W) 607-254-8311 (H/C) 607-342-5324

"OWNER"

HORSE OWNER (PRINTED): _____

HORSE OWNER (SIGNATURE): _____ DATE: _____

ADDRESS: _____

TELEPHONE: (W) _____ (H) _____