

DEGRAFF STABLES, INC.
2010 On-Farm Breeding, Boarding &/OR Foaling Contract Terms & Conditions

This agreement ("Agreement") is entered into this ___ day of _____, 2010, by and between DeGraff Stables, Inc ("DGS" or "Farm") and the owner or lessee ("Mare Owner") of that certain registered mare having the registered name of _____, Breed and Registration # _____, AQHA T # _____, if applicable ("Mare"). DGS and Mare Owner may sometimes be referred to herein individually as "Party" and collectively as the "Parties". Now, therefore, in consideration of the foregoing promises, covenants and other valuable consideration contained herein, the Parties agree as follows:

1. **Breeding Privilege.** When checked or caused to be checked by Mare Owner below, Mare Owner represents and warrants to DGS that Mare Owner has the right and privilege to breed Mare to the stallion set forth therein ("Stallion"):

Mare to be Bred On-Farm to Stallion Standing at DGS. Mare Owner represents and warrants that Mare Owner has duly executed a 2010 Stallion Breeding Contract to breed the Mare to that certain Stallion standing at DGS having the registered name of _____ and such contract is in full force and effect.

Mare to be Bred to Outside Stallion. Mare Owner represents and warrants that Mare Owner has the right and privilege to obtain the semen from that certain Stallion listed below and that the contact information set forth below is true and accurate as of the date of this Agreement:

OUTSIDE STALLION NAME & CONTACT INFORMATION; If Applies:	
Stallion Name: _____	Breed _____ Reg # _____
Stallion Facility: _____	Contact Person _____
Street Address: _____	
City, State, Zip Code: _____	Cell Ph: _____
Phone: _____	Fax: _____ E-Mail: _____

2. **Service and Fees.** DGS agrees to perform all reasonable and customary reproduction procedures for the purpose of breeding and/or foaling Mare. DGS may also provide Mare with any other services suggested or required by good equine practice, all in accordance with the terms and conditions of this Agreement. DGS shall perform these services on behalf of Mare Owner as an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a partnership relationship between DGS and Mare Owner. In exchange for providing such services, Mare Owner shall pay DGS those fees charged for such services in accordance with DGS's fee schedules and those other costs and expenses incurred by DGS for the Mare and/or a foal at Mare's side ("Foal"), including, but not limited to, mare care, boarding, foal care, cycle management, veterinary care and farrier costs (collectively "Fees"). DGS reserves the right to adjust fee schedules at any time without notice.

3. **Mare Owner Covenants, Representations and Warranties.** Mare Owner covenants, represents and warrants to DGS as follows:

- (i) To Mare Owner's knowledge, the Mare is free from transmittable illnesses or diseases. Mare Owner shall disclose to DGS if the Mare has been exposed to, tested for, treated for or located on a premises that has had any infectious diseases within twelve (12) months prior to the arrival of Mare on Farm. Mare Owner shall provide DGS a minimum of fourteen (14) days prior to Mare's arrival on Farm. Mare's expected arrival date: _____.
- (ii) Mare Owner shall submit to DGS a completed Mare Disclosure Form at least five (5) days prior to the arrival of the Mare on Farm. The Mare shall, upon arrival, be accompanied by (1) a Health Certificate; (2) a current (within 12 months) Negative Coggins Test Result; (3) a current (within 30 days) Negative CEM Culture Set Test Result; (4) a current (within 30) days Negative EVA Blood Titer or certification (including serial number and date of administration) that the EVA Vaccination has been administered a minimum of thirty (30) days, but no more than twelve (12) months, prior to the arrival of the Mare on Farm; (5) certification that an annual EVA booster has been administered. The Health Certificate shall also indicate that Mare has been dewormed within sixty (60) days of arrival on Farm (indicating the type/brand of dewormer administered) and that the following vaccinations have been administered a minimum of fourteen (14) days, but no more than twelve (12) months, prior to the arrival of the Mare on Farm: Teta
- (iii) +nus Toxoid, Streptococcus Equi (Strangles), Potomac Horse Fever, West Nile Virus, Eastern/Western Encephalomyelitis and Rabies. Mares must also be vaccinated for Rhinopneumonitis EHV-1 and EHV-4 and Influenza within 14 – 60 days of arrival to Farm. Mare Owner acknowledges and agrees that Mare will not be allowed on Farm if DGS determines, in its sole discretion, that the above certifications, results and vaccinations, or lack thereof, may pose a potential risk to other equine on Farm. Mare Owner represents and warrants that if Mare Owner fails to disclose any of the above, all such tests and vaccinations have been administered on the Mare and all such tests were negative.
- (iv) Upon arrival on Farm, Mare halter broke, reasonably safe for handling, and its rear shoes will be removed. DGS reserves the right to reject and return, at Mare Owner's expense, the Mare if DGS determines, in its sole discretion, that the Mare is unsafe for personnel on Farm.
- (v) Mare Owner shall supply to DGS a copy (front and back) of the Mare's registration papers with completed Mare disclosure form at least five (5) days prior to the arrival of Mare on Farm.

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- (vi) Upon arrival on Farm, the Mare will be examined by a licensed veterinarian selected by DGS, and initial reproductive tests such as Culture, Cytology with Sensitivity will be performed at Mare Owner's expense; unless satisfactory test results performed within 30 days of Mare arrival are provided by Mare Owner with Mare Disclosure Statement 5 days prior to arrival for any open/barren mares. Mare Owner authorizes Farm, to engage performance of such veterinary services, (such as pregnancy testing, palpation, suturing, etc.) as Farm or its veterinarians may deem reasonably necessary for the proper treatment, care and protection of the Mare and/or Foal. Mare Owner also acknowledges that DGS may perform certain customary and ordinary procedures under guidance of veterinarian and that some reproductive procedures may be performed by DGS staff or technicians under supervision or at direction of Farm's veterinarian. All veterinary procedures are to be done at the Mare Owner's expense.
- (vii) All fees shall become due and payable prior to pick up of Mare or delivery of the Mare to the Mare Owner. DGS shall have a lien against the Mare and/or Foal 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.
- (viii) Mare Owner agrees to provide DGS with a reasonable and sufficient opportunity to settle Mare, at least two (2) heat periods, or being certified in foal by Farm's veterinarian. In the event Mare Owner does not leave the Mare at DGS for at least thirty (30) days after the last breeding, Mare Owner assumes all responsibility for pregnancy testing.

4. Semen Shipped to DGS. Mare Owner agrees to pay all charges associated with collection of semen ("Semen") from the Stallion and the shipment of the Semen to DGS including any shipping charges, courier service charges, container return freight charges, and other similar charges and expenses. Mare Owner is solely responsible for the cost and/or disposition of any Semen remaining at DGS at the end of the 2010 breeding season (September 1, 2010), which shall include the cost of returning any unused Semen, storing unused Semen at DGS, or destroying any unused Semen. When checked or caused to be checked by Mare Owner, Mare Owner agrees that DGS may process any unused Semen as follows:

- | | |
|---|---|
| <input type="checkbox"/> a. Does Not Apply to this contract | <input type="checkbox"/> b. Destroy unused Semen |
| <input type="checkbox"/> c. Return unused Semen (shipping fees apply) | <input type="checkbox"/> d. Store Semen at DGS at \$25/month per 250 straws |

When invoices for the storage of unused Semen are not paid by Mare Owner when due, DGS may destroy the unused Semen stored at DGS.

5. Horse Care Authorization. Mare Owner agrees that during the period that DGS is in possession of the Mare and/or Foal, DGS shall have the right and authority, in its sole discretion, to administer routine preventative medicine including, but not limited to, vaccinations, deworming, and DGS may have the Mare trimmed or shod by a farrier selected by DGS. The Mare Owner shall reimburse DGS for the cost thereof.

6. Veterinary Care. If at any time DGS determines, in its sole discretion, that the Mare and/or Foal needs to be transferred to a veterinary hospital for medical or surgical treatment, the Mare Owner shall be responsible for paying for all resulting charges directly to the veterinary hospital. The veterinary hospital shall bill the Mare Owner directly for these charges and such charges shall be paid by Mare Owner in full before the Mare and/or Foal is returned back to DGS. DGS will make reasonable efforts to contact Mare Owner in the event that such transfer is required; however if Mare Owner cannot be immediately reached, Mare Owner hereby authorizes DGS to act as a temporary agent on behalf of the Mare Owner and authorizes DGS to initiate such transfer, care and treatment. Mare Owner also authorizes the release of any medical and/or financial information from the veterinary hospital to DGS.

7. Mare Care and Board. Mare Owner hereby states that Mare Owner or an authorized agent has inspected the collecting facility and the facility in which the Mare will be kept and hereby approves the condition, upkeep and safety of the same. Mare Owner agrees that DGS will exercise the ordinary care of a prudent horse owner and not that of a compensated bailee. Mare Owner shall reimburse DGS for all board, veterinary expenses, veterinary reproductive expenses, stallion care, farrier expenses, and other related charges on a fee-for-service basis. The normal routine fees will apply. Additional services and fees may be required on an as-needed basis.

8. Certificate and Parentage Verification. Mare Owner agrees to comply with all AQHA, APHA or other breed association requirements as contained in the Rules of Registration in breed's Official Handbook concerning the use and handling of Transported Cooled Semen and shall comply with any parentage verification required. Stallion Owner will issue to Mare Owner a breeding certificate upon notification of Live Foal. All charges must be paid in full prior to issuance. Mare Owner acknowledges and agrees that a breeding certificate shall only be issued for Mare and only if the fees set forth in this Agreement and any other related contract are paid in full.

9. Payment. DGS shall invoice Mare Owner for all Fees on a monthly basis. Mare Owner shall pay all invoices within 30 days after receipt or at least seven (7) days before requesting the release of the Mare and/or Foal, whichever is sooner. If said invoices are paid by credit card, Farm will add a 3% credit card convenience charge to cover bank fees. Mare Owner shall give DGS at least seven (7) days written notice before requesting the release of Mare and/or Foal so DGS may prepare and complete all necessary paperwork. DGS's release of the Mare and/or Foal without receiving payment for the Fees, costs and expenses in full shall not constitute a waiver on the part DGS to collect any unpaid Fees, costs and expenses. If payment is not made when due, DGS may suspend all reproductive procedures and other performance without liability or penalty and, in addition to all other sums payable hereunder, Mare Owner shall pay to DGS (i) a \$25.00 handling fee; (ii) the reasonable costs and expenses incurred by DGS in connection with all actions taken to enforce collection or to preserve and protect DGS's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses; and (iii) interest on all amounts unpaid charged at the monthly rate of 1-1/2% or the highest rate permitted by law, whichever is lower.

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Mare Name:		Breed & Registration No.:	
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Board Rates ~ Choose One:

<input type="checkbox"/> Dry Mare; Outside	\$ _____/Day	<input type="checkbox"/> Wet Mare; Outside	\$ _____/Day	<input type="checkbox"/> Show Mare Board	\$ _____/Day
<input type="checkbox"/> Dry Mare; Inside	\$ _____/Day	<input type="checkbox"/> Wet Mare; Inside	\$ _____/Day	<input type="checkbox"/> Foaling Stall (as Applies)	\$ _____/Day

Mare will be bred for Embryo Transfer? Yes No – If Yes, Mare Owner will also execute 2010 Embryo Transfer Contract

Fees For This Contract:

\$	\$250 – One-Time Non-Refundable Mare Handling and Records Management ~ Included in Breeding Fee: <input type="checkbox"/> YES <input type="checkbox"/> NO
\$	\$125 – Haul-In Insemination Lab Fee; Per Occurrence
\$	\$375 – Foaling Fee
\$	\$ ~ Other ~
\$	\$ ~ Other ~
\$	\$ ~ Other ~
\$	\$ ~ Other ~
\$	6% Sales Tax for Kentucky Breeders Incentive Fund; If Applies <input type="checkbox"/> 6% Sales Tax Applies <input type="checkbox"/> 6% Does Not Apply
\$	Total/Sub-Total
\$	3% Credit Card Convenience Fee for Visa/MC Payments; If Credit Card is Used
\$	Total On-Farm Fees ~ <input type="checkbox"/> YES, Please Charge My Credit Card Or, <input type="checkbox"/> No, Do Not Charge My Card, I Will Pay by Check

Mare Owner/Lessee Billing Information:

REQUIRED Billing Name:			
Billing Address:			
City, State/Province, Zip:			
Daytime Phone:		Evening Phone:	
Fax Number:		Cell Phone:	
REQUIRED e-mail address:			

Credit Card Information & Authorization~ REQUIRED for Breeding to Off-Site Stallion:

EXACT Name on Card:	
Card Billing Address:	Or, <input type="checkbox"/> Address Same as Above
City, State & Zip:	
VISA or Master Card #:	
Expiration Date:	3 Digit Number on Back of Card:
<input type="checkbox"/> I Authorize DGS to Charge My Card for Off-Site Stallion Shipped Semen Fees	
<input type="checkbox"/> I Authorize DGS to Charge My Card for Monthly Breeding Expenses	
Signed by:	Date:

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Addendum ~ Mare Information/Disclosure Statement~ Breeding at Farm ~ Page Req'd 5 Days Prior to Arrival

Mare Name:		Breed & Reg No.		Year Born:	
Mare Color:		Mare Markings:		Weight:	LBS

Board Preference ~ Choose One:

<input type="checkbox"/> Dry Mare; Outside	<input type="checkbox"/> Wet Mare; Outside	<input type="checkbox"/> Show Mare Board
<input type="checkbox"/> Dry Mare; Inside	<input type="checkbox"/> Wet Mare; Inside	<input type="checkbox"/> Foaling Stall (as Applies)

Insurance Information (REQUIRED INFORMATION):

Insured? Y or N?	Insurance Co:	Policy #	
Contact Name:		Day Ph:	Emergency Ph:

Breeding & Health Information:

2010 Service Stallion:		Open?	Y or N	Maiden?	Y or N?	If not maiden & Open, Identify Last Year Bred:	
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Mare Barn Name: _____ Please advise pertinent breeding history:

If Mare Is Open for Breeding season a Negative Uterine Culture and Equine Cytology with Sensitivity ARE Required - Check One:

<input type="checkbox"/> Mare Owner Will Provide Diagnostics Prior to Arrival at Farm (Current within 30 Days)
<input type="checkbox"/> Mare Owner Prefers Procedures to be Performed at DeGraff Stables/Liberty Farm upon arrival at Farm

Prior Foals?	Y or N	How Many?		If not in foal; state year of last foal:		If in foal; expected foaling date?	
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Last Breeding Date:		Caslicks?	Y or N	2009 Covering Sire for 10 Foal:		Describe mare's foaling habits on back of page.	:
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If foal accompanies mare; date foaled:		Foal Wormed?	Y or N	If Yes, Date & Type:	
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Foal Color:		Foal Sex:	
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Mare's Immunizations - Type:	Date and Manufacturer	Mare's Immunizations - Type:	Date and Manufacturer
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E/W Encephalomyelitis:		West Nile Virus:	
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Rabies:		If PG - Rotavirus - 8 th Month:	
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Botulism (Initial) 1 of 3:		If PG - Rotavirus - 9 th Month:	
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Botulism (Initial) 2 of 3:		If PG - Rotavirus - 10 th Month:	
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Botulism (Initial) 3 of 3:		If PG - Rhinopneumonitis- 5 th :	
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Or, Botulism - Annual:		If PG - Rhinopneumonitis - 7 th :	
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Potomac Horse Fever:		If PG - Rhinopneumonitis - 9 th :	
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Influenza (I.M. or Internasal):		Or, Rhinopneumonitis- Annual:	
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EVA Vaccination Date :		Streptococcus Equi (I.M. or Internasal):	
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&Vaccination Serial Number:		Tetanus:	
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Or, EVA Negative Blood Titer Date:		Negative Coggins Test Date:	
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Health Certificate Date:		Date & Type of Last Wormer?:	
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Blacksmith Last Date:	Trim?	Shoes?	
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Blacksmith Special Requirements?: _____

State any Medical History, Handling, or Habits of mare that are pertinent: _____

Feed Type:		QTY Feed in LBS Per Day:		Hay Type & QTY Per Day:	
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Any special dietary requirements? Any allergies to feeds: _____

Item: _____ Description of Items to Farm with Mare:

Halter Description: _____

Blanket Description: _____

Supplement/Meds: _____

Other: _____

Mare Owner Information:

Name (Please Print):	PH #1:	PH #2:
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Mare Owner to Provide Prior to Mare's Arrival: 1) Disclosure Statement 2) Copy of Negative Coggins & Breeding Diagnostics 3) Copy of Vet Certified Current Vaccinations 4) Copy of Registration Papers 5) Copy of Last Year's Veterinary Breeding Records

Liberty Farm Only ~ Mare #:	Arrival Date:	Location:
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