



Equine-Reproduction.com LLC

“An Equine Reproduction Management and Educational Service”

Warning: Under Oklahoma law (Chapter 87, Civil Practice & Remedies code), an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities. Effective date 12/01/2015

MARE BREEDING/BOARDING CONTRACT

Please complete form & initial points where indicated:

Horse Owners(s) or Lessee (s): _____

Arrival date: _____

Address: _____

City, State, Zip: _____

Telephone: (Home) _____ (Cell) _____ (Fax) _____

Email Address: _____

Farm Name: _____

Name of Mare: _____ Age: _____

Breed: _____ Registration #: _____ Foal at foot? _____

Color: _____

Insured with: _____

Policy #: _____ Phone: _____

Stallion mare is to be bred to: _____

Stallion owner or manager/farm: _____

Contact info (Phone/e-mail): _____

Breeding Management Fee for Mares: \$475 per cycle for fresh or cooled semen and embryo transfer recipient mares; \$575 per cycle for all mares being bred with frozen. This is due when the mare arrives at the facility.

Board is in addition to the breeding management fee. Breeding management fee is for one cycle and does not include additional veterinary charges.

Board for mares is at a rate of \$35.00/day dry and \$45.00/day wet (with a foal at foot). For mares bred by us and confirmed 25 days or more in foal, board will increase to \$45.00/day dry and \$55.00/day wet.

Trailer-in-&-out services: Payment due at time of service. Additional veterinarian expenses may be billed separately & payable as invoiced.

TERMS AND CONDITIONS:

Initial ____ 1. All board, veterinary, medical, farrier and other related expenses on the above named animal will be paid by the horse owner and are payable monthly. A 1.5% monthly service charge (18% annual) will be levied on accounts 30 days past due. All unpaid balances must be paid prior to the departure of the animal from Equine-Reproduction.com, LLC. Board rates are subject to change only after written

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notice to owner. The first month's board is payable in advance or upon arrival of said animal. A pro-rated refund of board monies will be made by Equine-Reproduction.com, LLC if horse remains under their care less than a full 30 days and suitable notification of removal is provided.

Initial ____ 2. Equine-Reproduction.com, LLC agrees to provide all facilities for the care and feeding as described for the above horse while in their care, custody and control.

Initial ____ 3. Horse owner will provide Equine-Reproduction.com, LLC with any of the following checked items prior to horse's arrival (pre-checked items are required).

Current health certificate if from out-of-State

Negative test results if mandatory testing required in event of outbreak (e.g. VS, Piroplasmosis etc.).

Current negative Coggins or EIA Elisa test

Proof of VEE, WEE, EEE vaccination

Proof of Tetanus vaccination

____ Proof of _____ vaccination

____ Copy of Registration Documentation

Health and breeding record(s) if applicable

Insurance Policy, if in force

Current negative EVA or Documentation of EVA Status and Vaccination (if applicable).

Initial ____ Those items checked and not accompanying the animal may be obtained through Equine-Reproduction.com, LLC veterinarian at owner's expense.

Initial ____ 4. Equine-Reproduction.com, LLC reserves the right to refuse or reject any horse.

Initial ____ 5. Foals older than 9 days of age not suitably halter broken will be subject to a \$150 additional charge.

Initial ____ 6. If animal is unruly, Equine-Reproduction.com, LLC reserves the right to charge owner for any special training or management required to maintain animal properly and safely and owner agrees to pay said fee.

Initial ____ 7. Owner hereby authorizes Equine-Reproduction.com, LLC, at owner's expense, to transport horse or consent to such transportation as is necessary by any third party selected by Equine-Reproduction.com, LLC while such animal is under the care, custody and control of Equine-Reproduction.com, LLC.

Initial ____ 8. Owner will notify Equine-Reproduction.com, LLC at least 24 hours prior to delivering and/or picking up animal. The facility is open for delivery and pick up 9-5 pm Mon-Fri and 10-12 am Sat and Sun. Arrangements must be made at least 48 hours ahead of time for delivery or pick up outside these hours and may not be available.

Initial ____ 9. Mares removed from the property prior to pregnancy check may be subject to a charge for that service if returned at a later date. These are performed by the staff veterinarian only by appointment, on Wednesdays and Fridays 9-10 am and 4-5 pm (subject to emergency calls), with bookings to be made by Wednesday for Friday, and Friday for the next Wednesday, and a charge applies. Alternatively, the mare may be returned and left for an entire day, in which case no charge will apply.

Initial ____ 10. It is mutually agreed that Equine-Reproduction.com, LLC, Jos C. Mottershead, Kathy St.Martin, their staff or any personnel associated with the above shall not be liable for any sickness, disease, theft, death, accident and/or injury caused to or by the above named animal during the time the horse is in the care, custody of or under the control of Equine-Reproduction.com, LLC or for any claim or cause of action whatsoever arising out of or in any way connected with Equine-Reproduction.com, LLC's, management, care, custody, control, breeding, boarding or transporting the animal. This includes but is not limited to any personal injury or disability, commercial loss or damage, consequential or collateral damages, or any other expense or cost which owner of said animal may receive while owner or horse are in/under the control of Equine-Reproduction.com, LLC or on the premises of Equine-Reproduction.com, LLC.

Initial ____ 11. Equine-Reproduction.com, LLC will exercise judgment in care and supervision of owner's horse. Equine-Reproduction.com, LLC's veterinarian of choice will administer veterinary care as he/she sees necessary for the health and safety of the horse at the owner's expense. Owners agree that the staff may give any necessary inoculations or treatments under the general supervision of EquineReproduction.com, LLC's veterinarian and that the Equine-Reproduction.com, LLC, their staff, the veterinarian and/or veterinary staff will not be liable for these treatments or consequences therefrom.

Initial ____ 12. The owner fully understands that Equine-Reproduction.com, LLC, Jos C. Mottershead, Kathy St.Martin and/or their staff, do not carry any of the owner's horses that are in their possession on any form of equine insurance and will not be responsible for any violation of the terms or a lapse of any policy of insurance carried by the owner.

Initial ____ 13. This contract signed by the respective parties constitutes the entire agreement between the parties and same may not be modified except by mutual exchange of written instruments.

Initial ____ 14. In event of breach of this contract or any part thereof, owner agrees to pay any and all reasonable fines and necessary attorney fees or other expenses of any kind incurred or which may be incurred by or on behalf of Equine-Reproduction.com, LLC.

Initial ____ 15. The owner of the horse hereby grants a lien on the horse to Equine-Reproduction.com, LLC for all charges resulting from breeding, boarding, semen shipments, and/or rendering any other services to the animal. If any such charges shall be unpaid for a period of thirty days or more after they become due in accordance with the terms of this contract, Equine-Reproduction.com, LLC may upon ten day's written notice to the owner, specifying the amount due and informing them that the payment of the amount due if not received within ten days will entitle Equine-Reproduction.com, LLC to assume possession of the horse and sell the horse at public auction or private sale to satisfy the account. Balances over the amounts due, less any costs associated with the sale of the horse, shall be paid to owner. Balances left owing after such sale shall still be considered a debt due to Equine-Reproduction.com, LLC.

Initial ____ 16. Riding of owner's horses on the premises of Equine-Reproduction.com, LLC is prohibited without the express permission of Jos Mottershead or Kathy St. Martin. Owner assumes all risk of loss and 3rd party liability if permission to ride on Equine-Reproduction.com, LLC property is granted. Owner may contract with Equine-Reproduction.com, LLC for additional exercise, riding or turnout if appropriate staffing is available.

Credit card: American Express ____ Visa ____ Mastercard ____ Discover ____ Expiration Date: ____/____

3 Digit Code on Back of Card: _____ Credit Card Number: _____

Name on Credit Card: _____

Credit Card Billing Address: _____

Signature: _____

This credit card will be used to pay outstanding board/breeding expenses as billed if payment is not received within 5 days of due date on invoice. All invoices will be paid prior to horse(s) departure.

Initial ____ No horse will be checked in without the above information.

Initial ____ This card will also be provided to the veterinarian for any accounts that are more than 5 days past the due date and owner hereby agrees to those accounts to be paid with the use of said credit card.

Signature of Equine-Reproduction.com, LLC representative; Date

Signature of horse Owner(s) or Lessee (s); Date