

## Foaling Services Contract Cross Creek Farm

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the undersigned, hereinafter referred to as "Mare Owner" and Cross Creek Farm herein referred to as "Farm". This contract sets forth the rights and responsibilities of the parties for the 2010 breeding season.

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of \_\_\_\_\_, Registration # \_\_\_\_\_ Breed \_\_\_\_\_, T# (if applicable) \_\_\_\_\_ WHEREAS, Mare Owner wishes to have said mare foaled out by Farm. It is now therefore agreed between the parties as follows:

### ***Fees***

Mare Owner agrees to pay a non-refundable foaling fee of \$300 for foaling services in the year 2010. A booking fee of \$100 is payable with this contract and the unpaid balance of \$200 is due and payable at the time of foaling, in addition to board fees. The booking fee is non-refundable. This foaling fee includes 24 hour monitoring in foaling stalls, normal uncomplicated delivery, newborn foal exam and mare post foaling exam, routine umbilical cord care, enema, and foal tetanus anti-toxin vaccination. Mare Owner agrees to pay veterinary fees and charges associated with additional, non routine therapy deemed necessary for proper management of the pregnant, foaling, or postpartum mare such as oxytocin therapy, uterine lavage or other treatments for retained placentas, etc. or the newborn foal such as supplementation with additional colostrum and/or plasma, etc. Should an emergency arise, special services will be rendered to save the foal's and/or mare's life unless specified otherwise by Mare Owner. These services are not included in the foaling fee and will be billed to Mare Owner at direct cost incurred.

Covering Sire \_\_\_\_\_ Breed & Reg. # \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_

Last breed date \_\_\_\_\_

This mare has delivered on day \_\_\_\_\_ in prior years

### ***Mare Owner agrees and warrants to:***

1. Provide a minimum of 14 day notice of arrival of mare to farm. Expected arrival date \_\_\_\_\_
2. Submit a completed Mare Disclosure Form at or before the time the mare arrives at the Farm
3. Mare is, to Mare Owner's knowledge, free from transmittable illness or diseases. Mare Owner must disclose to Farm if the Mare has been exposed to or located on a premises that has had any infectious diseases within twelve months of proposed arrival to Farm.
4. All Mares shall be accompanied upon arrival by a health certificate and a current (within 12 months) negative Coggins Test. Health certificate should indicate current vaccination for equine influenza, tetanus, and encephalitis. Health certificate should also indicate date of last de-worming and type of dewormer administered.
5. Mare shall be halter broke and reasonably safe for handling and breeding. Farm reserves the right to reject and return at Mare Owner's expense any Mare/Mare and foal that at their sole discretion deem that the mare is unsafe for personnel on the farm.
6. It is understood that the breeding season for Farm commences on February 1 of the calendar year and terminates July 15 of the same calendar year.

### ***Mare Care and Board:***

Mare Board is \$300 per month year-round; \$12 per day Dry Mare or \$15 per day Wet Mare if in for breeding purposes.

1. 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.

2. Mare Owner shall be invoiced at the end of each month for all mare care charges incurred including but not limited to veterinary services, farrier services, special dietary services as well as board expenses. Said invoices are to be paid in full and received by the Farm by the 10<sup>th</sup> of the month. Farm reserves the right to impose, after ten days from the date payment is due, interest at the rate of 18% per annum on all unpaid sums.
3. The accrued board, veterinary expenses, mare care, foaling fees, foal care, farrier expenses, and other related charges shall become due and payable prior to the pick up of Mare or delivery of the Mare to the Mare Owner. Farm shall have a lien against the mare, any Foal at side and the produce of any mating which occurs at Farm post-foaling 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 is entitled to recover any costs, interest, expenses, and attorney's fees expended in collection. In addition, the Farm may compel Stallion Owner and Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeders' Certificate applicable to the resulting foal before mentioned until Mare Owner is current on all payment obligations to Farm.

***Reproductive and Cycle-Management Services for 2010 foal***

This mare is is not (circle one) to be bred at Farm during the 2010 breeding season, post delivery of said 2010 foal. Applicable signed Farm contract is attached.

Method of breeding.

- \_\_\_\_\_ Transported Cooled Semen
- \_\_\_\_\_ Transported Frozen Semen
- \_\_\_\_\_ On-Site Stallion

***Embryo Transfer***

This mare will will not (circle one) participate in an embryo transfer during the 2010 breeding season, post delivery of said 2010 foal. Embryo Transfers are coordinated by Farm with the staff of Hagyard's McGee Fertility Center and/or Rood and Riddle's Therio Center. All costs involved with embryo transfer including but not limited to recipient mare, cycle coordination, embryo flushing and implantation, are the responsibility of Mare Owner and will be billed directly by attending Theriogenology

***General Conditions:***

1. FARM SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH, OR INJURY WHICH MAY BE SUFFERED BY THE MARE/MARE AND FOAL, OR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE BREEDING OR BOARDING OF THE MARE/MARE AND FOAL. 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/MARE AND FOAL ARE BORN BY THE MARE OWNER OR OWNERS. MARE OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO THE MARE OWNER'S INSURANCE COMPANY AND PROVIDE FARM WITH THE COMPANY'S NAME, ADDRESS, AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION AND FAILURE TO CARRY INSURANCE ON MARE/MARE AND FOAL SHALL BE AT MARE OWNER'S RISK.
2. In the event of colic or life threatening illness of the Mare and/or Foal, all means available will be utilized to treat Mare/Foal unless otherwise specifically instructed by Mare Owner, including surgery if recommended by the veterinarian. Farm will contact the Mare Owner for approval of such services for the Mare/Foal unless a medical emergency is present and quick decision-making is needed. In case of an

emergency related to the Mare or Foal, Mare Owner will allow immediate care, not to exceed \$\_\_\_\_\_. In order to exceed the \$\_\_\_\_\_ limit, the Mare Owner must be contacted and notified of the situation and approval must be given. Mare Owner shall pay any and all costs in connection therewith. Mare Owner must waive/exclude specific veterinary care in writing on Horse Information Sheet addendum to this breeding contract.

***Inherent Risks and Assumption of Risk:***

1. 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, kicking, shying, stumbling, rearing, falling, or stepping on that may result in an injury, harm, or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with 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 or others, such as failing to maintain control over the animal or not acting within such participant's ability.

***Indemnification:***

1. Mare Owner shall be solely responsible for all acts and behavior of Mare at all times while this Agreement is in effect. In no case shall Stallion Owner and/or Farm and their respective agents, employees, representatives, assigns, affiliated persons and/or others acting on behalf be liable for the acts and behavior of Mare unless they directly caused the injury due to gross negligence or willful and wanton misconduct on their part in breeding, handling, and/or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Stallion Owner/Farm harmless against all damages sustained or suffered by any third person (not a party to this Agreement, including but not limited to Mare Owner's guests, visitors at Cross Creek Farm., etc.) that were caused by the acts of Mare and/or her Foal.

***Release/Hold Harmless:***

1. Mare Owner agrees to hold harmless and release Stallion Owner/Farm and their respective agents, employees representative, assigns, affiliated person, and/pr others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Cross Creek Farm unless Stallion Owner/Farm caused the injury, damage, or loss intentionally or in reckless disregard for the safety of the Mare Owner.
2. WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.
3. CROSS CREEK FARM IS NOT PARTY TO THE BREEDING AGREEMENT BETWEEN MARE OWNER AND STALLION OWNER.

This Contract represents the entire agreement between parties and is not assignable by Mare Owner without the written permission of Farm. 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 in the Commonwealth of Kentucky, and shall be enforced and interpreted in accordance with the laws of said Commonwealth. 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.

Additional Terms and

Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUIRED INFORMATION OF MARE OWNER:**

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Is this Mare a Maiden? Yes or No (Please Circle one)

Mare Owner / Lessee (Please Circle one):

Name: \_\_\_\_\_

Farm Name: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Cell phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Day / Work Phone Number \_\_\_\_\_

Mare Owner / Lessee AQHA/APHA/APHC ID# \_\_\_\_\_

Note: If mare is leased, a copy of AQHA Lease Agreement must be attached.

Approved and Agreed to:

\_\_\_\_\_  
Mare Owner, Lessee or Authorized Agent

\_\_\_\_\_ on \_\_\_\_\_

Tim or Dana Cramer  
Cross Creek Farm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Home and Work Telephone Numbers

Please return to Cross Creek Farm, 92 Pecks Ridge Rd., Flemingsburg, Ky 41041  
606-849-3043/606-782-7864