

200__ BREEDING SEASON

Name Of Mare: _____ Color: _____ Tattoo: _____ Year Foaled: _____

Stallion Booked To: _____ Service Fee: _____

Owner of Mare: _____ S.S.#/Tax I.D. # _____

Business Phone: (____) _____ Fax: (____) _____

Address: _____ Home Phone: (____) _____

City: _____ State: _____ Postal Code: _____

Sire: _____ Performance Record: _____

Dam: _____ by: _____

2nd Dam: _____ by: _____

Breeding information: Check if maiden: _____ Present Location of Mare: _____

200__ - Bred to: _____ Foaling Information: _____

200__ - Bred to: _____ Last Bred: _____ Status: _____

Mare Will Reside: _____ Until Pregnant: _____ End of Season: _____ Indefinitely: _____

Please indicate how mare will be bred (additional charges may apply):

_____ Transient Breeder - Transient Farm _____ Telephone: _____

_____ Semen Transport: _____ Semen Pickup: _____ Embryo Transplant: _____ Oocyte Transplant: _____

a. The Undersigned represents that he or she is the owner or authorized agent of the owner of the mare named herein. Persons acting, as agents must file letters of authorization from the owner stating the agent is acting on the owner's behalf and the owner will be responsible for all expenses incurred. Failure to comply with this condition makes the undersigned personally liable for all obligations of the owner hereunder.

b. This contract relates to the mare specifically named and described above, which description the undersigned certifies to be true and complete. The contract is valid only to the mare and owner named and may not be transferred without the express written consent of _____ Farm, Inc. ("Farm Name"). _____ Reserves the right to refuse any mare it deems unfit for breeding.

c. Neither _____ nor its officers, directors, stockholders, agents or employees shall be liable for any injury, disability or death suffered by any horse, mare, or her offspring, from any cause

whatsoever, while in the care, custody or control of _____ and the undersigned specifically agrees to this condition and hereby waives and releases all and every claim for damages resulting from such injury, disability or death.

d. The service fee is due and payable when the mare has a foal that can stand and nurse ("live foal"), or when the mare changes ownership, whichever occurs first. However, _____, at its option, may require the service fee to be paid before the mare leaves the farm or immediately upon demand if _____ determines that timely payment may be in jeopardy. _____ shall presume the birth of a live foal one calendar year after breeding unless owner proves that no live foal was born. Terms are net thirty (30) days. If full payment is not received within thirty (30) days from the date of invoice, a late payment penalty will be imposed in the amount of 1½% per month compounded monthly. All charges, including taxes, veterinary fees, blacksmiths and board, which will accrue at _____ customary rates, must be settled before a mare is removed from the premises.

e. _____ shall not issue a mating certificate pertaining to this booking until all charges due have been paid.

f. All costs and expenses incurred in connection with the collection of any amounts due hereunder shall be borne by the undersigned.

g. If a mare fails to produce a live foal and the service fee has been paid, the service fee will be refunded provided that a claim therefore is made in writing, accompanied by veterinary and mating certificates, not later than thirty days after the mare was due to foal. There shall be no return privilege. Service fees will be refunded in the event of a slip only if the mare has had at least two vaccinations during pregnancy for Equine Rhinopneumonitis (contagious abortion). A veterinary statement setting forth the date of such vaccinations must accompany the claim for refund unless the vaccination was given by _____

h. The undersigned certifies that the above-designated mare is free of all infection and is physically fit for breeding purposes and that such mare is not unmanageable or vicious.

i. The undersigned acknowledges and agrees that in the event semen is transported off the premises for insemination hereunder, _____ shall not be responsible for any errors or injury resulting from the insemination of the above-referenced mare.

k. The undersigned agrees that service of any notice, process or pleading in any action or proceeding arising out of or in connection with this booking contract is properly made and shall confer personal jurisdiction if mailed to the undersigned at the address set forth above by certified mail, postage prepaid, return receipt requested, or by overnight courier; the undersigned hereby consents that any action or proceeding against it may be commenced and maintained in any court within the Commonwealth/State of _____ by service of process as set forth above; and the undersigned agrees the courts of the Commonwealth/State of _____ shall have jurisdiction and venue is proper with respect to the subject matter hereof and the person of owner and the undersigned. Notwithstanding any of the foregoing, _____, in its discretion, may also initiate proceedings in the courts of any other jurisdiction in which owner or the undersigned may be found or in which any of owner or undersigned's properties may be located.

l. The undersigned and _____ agree that this contract was formed in the Commonwealth and/or State of _____.

The undersigned shall immediately notify _____ of any change in address as set forth above.

m. This booking contract shall also constitute a security agreement. Owner hereby grants to _____ a lien and security interest in and to the above-named mare and any offspring of the mare arising out of this contract. _____ shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including, but not limited to, the right to sell collateral in satisfaction of its lien.

n. The undersigned hereby appoints _____ as its attorney-in-fact to do all acts and things on behalf of owner that Hanover may deem necessary or desirable to effectuate _____ rights under this agreement including without limitation the filing of financing statements to perfect the security interest granted hereby and execution of documents required by the breed registrar or any other entity to register, sell, or transfer to _____ or any designee thereof any horse upon which _____ has a lien hereunder.

o. IN THE EVENT OF A DEFAULT HEREUNDER, OWNER AND THE UNDERSIGNED HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH/STATE OF _____ OR ELSEWHERE, AS ATTORNEY FOR OWNER AND THE UNDERSIGNED TO APPEAR FOR AND CONFESS JUDGMENT AGAINST OWNER OR THE UNDERSIGNED IN FAVOR OF HANOVER, AT HANOVER'S SOLE DISCRETION FOR RECOVERY BY HANOVER OF POSSESSION OF THE MARE OR FOAL OR FOR THE AMOUNT DUE UNDER THIS CONTRACT, INCLUDING ATTORNEY'S FEES OF \$1,500 OR 15% OF TOTAL INDEBTEDNESS DUE WHICHEVER IS GREATER FOR WHICH THIS CONTRACT, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. OWNER AND THE UNDERSIGNED HEREBY CERTIFY THAT THIS CONTRACT IS MADE FOR BUSINESS, NOT PERSONAL, FAMILY OR HOUSEHOLD REASONS.

The undersigned has read the foregoing, acknowledges that he or she has had an opportunity to discuss the provisions thereof with legal advisors, and by signing this document signifies the intent to be legally bound thereby and to legally bind the principals, if any, that he or she represents.

Owner's or Agent's Signature _____

Please Print Above Signature _____

Date _____

APPROVED _____ Date _____ Acct. No.: _____