

## Deer Hollow Farm On-Farm Breeding Contract

This agreement, 2008 On-Farm Breeding Contract, is entered into on the date recorded below by Deer Hollow Farm LLC, known as "Farm" and hereinafter referred to as "Farm" and the "Mare Owner/Lessor" whose name or signature appears below and hereinafter referred to as "Mare Owner".

All parties agree that they have executed and have in effect a current Stallion Breeding Contract for the stallion of their choice standing at \_\_\_\_\_ to breed the Mare named below to the Stallion:

\_\_\_\_\_, Breed and Registration # \_\_\_\_\_. In addition to the rights and duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute this On-Farm Breeding Contract for the 2008 breeding season. It is understood that the Stallion Owner is not part of the On Farm agreement between Mare Owner and Deer Hollow Farm LLC/farm when mare is bred at Deer Hollow Farm LLC facility. In addition, Mare Owner must supply the Pertinent Mare Information form, completed in full to Deer Hollow Farm LLC; at least 5 days prior to mare arrival at Farm.

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

### A. Mare will be bred at Deer Hollow Farm LLC, please check one of the following by initialing and date:

- 1) \_\_\_\_\_ New Breeding to 2008 Stallion, Mare Owner warrants that they have paid entire Stallion Service Fee to Stallion Owner/Stallion Station Farm, prior to mare's arrival at farm, in accordance with the Stallion 2008 Breeding Contract for the stallion identified above. A One-Time Mare Cycle Management Fee of \$ 150.00 applies, which includes 3 inseminations per mare. Client is responsible for, but not limited to the following additional expenses associated to breeding or care of the mare such as: palpations, ultrasounds, inseminations, other veterinary expenses, vet trip charge, reproduction medications, airport courier, container returns, farriers, etc.
- 2) \_\_\_\_\_ Futurity/Donated Breeding to On-Farm Stallion, Mare Owner warrants that they have paid entire Stallion Service Fee to Association prior to mare's arrival at farm, in accordance with the 2008 Association Program rules for the stallion identified above. A One-Time Mare Cycle Management Fee of \$ 150.00 applies, which includes 3 inseminations per mare. Client is responsible for, but not limited to the following additional expenses associated to breeding or care of the mare such as: palpations, ultrasounds, inseminations, other veterinary expenses, vet trip charge, reproduction medications, airport courier, container returns, farriers, etc.
- 3) \_\_\_\_\_ Rebreed for Live Foal Guarantee: A One-Time Mare Cycle Management Fee of \$ 150.00 applies, which includes 3 inseminations per mare. Client is responsible for, but not limited to the following additional expenses associated to breeding or care of the mare such as: palpations, ultrasounds, inseminations, other veterinary expenses, vet trip charge, reproduction medications, airport courier, container returns, farriers, etc.
- 4) \_\_\_\_\_ Rebreed for Color Guarantee: A One-Time Mare Cycle Management Fee of \$ 150.00 applies, which includes 3 inseminations per mare. Client is responsible for, but not limited to the following additional expenses associated to breeding or care of the mare such as: palpations, ultrasounds, inseminations, other veterinary expenses, vet trip charge, reproduction medications, airport courier, container returns, farriers, etc.
- 5) \_\_\_\_\_ OTHER: \_\_\_\_\_ Fee: \$ \_\_\_\_\_

### B. Mare Owner agrees and warrants to:

- 1) Provide minimum 10 day notice of arrival of mare to Farm. Expected Arrival Date: \_\_\_\_\_
- 2) Submit to Farm a completed Pertinent Mare Information Form least five days prior to the mare's arrival on the premises of the breeding facility.
- 3) Provide a complete copy of Stallion breeding contract including shipped semen (cooled/frozen) notification requirements.
- 4) Mare/Mare and Foal is, to Mare Owner's knowledge, free from transmittable illnesses or diseases. Mare Owner MUST disclose to Farm if the Mare/Mare and foal have been exposed to or located on a premises that has had any infectious diseases within six months of proposed arrival to Farm.
- 5) All Mares shall be accompanied upon arrival by a current health certificate (within 30 days) and a current (within 12 months) negative COGGINS TEST prior to mare's arrival at the breeding farm. Health Certificate shall indicate current vaccinations. Said vaccinations shall have been administered a minimum of 14 days prior to arrival at farm for: EASTERN/WESTERN ENCEPHALOMYELITIS, TETANUS, INFLUENZA, RHINOPNEUMONITIS EVH-1 & EVH-4, STREPTOCOCCUS EQUI (Strangles), and WEST NILE VIRUS. Mares that have been EVA vaccinated are allowed on the farm 21 days post injection. Certificate shall also indicate that mare has been dewormed within 30 days and indicate type/brand of dewormer administered. Mares will be dewormed on 60 day intervals.
- 6) Mares will not be allowed on the premises without appropriate health certificate, vaccinations etc., unless pre-arranged with Farm.
- 7) Mare Owner understands and agrees that upon arrival at the breeding facility, the Mare will be examined by a licensed veterinarian selected by Farm, 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 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 at side. Mare Owner also acknowledges that Farm will/may perform certain customary and ordinary procedures under guidance of veterinarian and/or that some reproductive procedures will/may be performed by Farm staff/technicians under supervision or at direction of Farm veterinarian. All veterinary procedures are to be done at the Mare Owner's expense and will be billed and payable as above described.

If mare is Open for the 2008 Breeding season a Negative Uterine Culture and Equine Cytology with Sensitivity ARE Required –

Please select one by initialing and date:

\_\_\_\_\_ Mare Owner Will Provide Diagnostics Prior to Arrival to Farm (Current within 30 Days)

\_\_\_\_\_ Mare Owner Prefers Procedures to be performed at Deer Hollow Farm LLC, upon arrival at farm.

8) Deer Hollow Farm, LLC reserves the right to refuse to accept or to keep any Horse if Deer Hollow Farm, LLC determines that the Horse may be dangerous to life or property. Owner agrees to immediately remove any and all Horses upon notice of such condition. All fees incurred will be due and payable prior to mare's removal. Mare shall be halter broke and reasonably safe for handling and breeding. Rear shoes shall be removed.

### C. Mare Care and Board

1) Mare Owner hereby states that he/she has inspected the premises of the breeding facility, including the facilities in which the mare or mare/foal is to be kept and is satisfied with their condition, upkeep and safety. 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 Care Preference of Owner ~ Please select one by initialing and dating:

\_\_\_ Dry pasture Board                    \$ 12.00 (per day, \$360 per month)

\_\_\_ Wet pasture board                    \$ 15.00 ( per day, \$450 per month)

\_\_\_ Dry stall                                \$ 14.00 (per day, \$ 420 per month)

\_\_\_ Wet stall                                 \$ 17.00 (per day, \$510 per month)

\_\_\_ Year round mare care                \$ 350.00 (per month, includes worming every 2 months for mare and foal, annual contract required)

3) Other Fees:

\_\_\_ Foaling fee                             \$375.00 (Normal delivery, immediate post-foaling injections, Foalert, IgG snap test, navel dipped, some imprinting)

\_\_\_ Trip to airport to pick up semen at airport, in which semen arrives on time    \$60.00  
(any delays will be billed at \$30/hr)

\_\_\_ Regumate (product and administration)                \$6/day

\_\_\_ Other: \_\_\_\_\_ Rate \$ \_\_\_\_\_

\*\*\* All container fees will be the responsibility of the mare owner.

4) Mare Owner agrees to provide Farm with a reasonable and sufficient opportunity to settle Mare, at least two heat periods, or being certified in foal by Farm's veterinarian. In the event Mare Owner does not leave the mare at the breeding facility for thirty days following last breeding for purposes of a pregnancy test, mare owner assumes all responsibility for pregnancy testing. Results of mare's pregnancy check must be provided to Deer Hollow Farm LLC/farm by owner within five days of check. This contract shall remain in force unless and until it is terminated by either party upon 30 days written notice. The terms and provisions hereinabove stated shall apply until each Horse leaves the care of Deer Hollow Farm, LLC. Upon conclusion of this Agreement, Owner shall pay all outstanding breeding and/or board charges and expenses hereunder and shall thereafter promptly remove any and all Horse(s) from Deer Hollow Farm, LLC.

5)Deer Hollow Farm, LLC will invoice Owner on a monthly basis for all mare care charges including but not limited to veterinary services, farrier services, special dietary services as well as board expenses, and Owner agrees to pay said statement within ten (10) days of the billing date of such statement. A one and one-half (1 1/2%) percent per month interest and bookkeeping charge will be added to any sum that is not paid within thirty (30) days of the billing date. The billing and correspondence address is PO Box 89, Morganfield, KY 42437.

6) Duties, Rights, and Authority of Deer Hollow Farm, LLC. Deer Hollow Farm, LLC shall have all reasonable authority and discretion with respect to the keep, maintenance, care, management and supervision of the Horse(s). In addition, Deer Hollow Farm, LLC shall have the authority to choose the veterinarians to treat and care for each Horse, and the further authority to take whatever action Deer Hollow Farm, LLC, its agents and employees deem best for the care of each Horse, including, but not limited to, surgical procedures and all other veterinary treatment it elects to authorize, for which services and medications Owner agrees to pay in full. Deer Hollow Farm, LLC agrees to attempt

to contact Owner regarding extraordinary veterinarian decisions or actions to be taken; provided, however, that the failure of Deer Hollow Farm, LLC to contact Owner shall not abrogate the authority hereinabove granted. Owner agrees that no Horse for which veterinarian care and treatment has been provided pursuant to this paragraph shall be removed from the Farm until such time as all costs and expenses incurred for such veterinarian care and treatment, whether due and owing as reimbursement to Deer Hollow Farm, LLC or due and owing directly to the provider of such veterinarian care and treatment, have been paid in full. In the event of colic or life threatening illness of the Mare and/or Foal, all reasonable means available will be utilized to save said Mare/Foal unless otherwise specifically instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith. Mare Owner must waive/exclude specific veterinary care in writing in the Mare Owner Disclaimer box at the end of this contract.

7) All accrued charges and expenses shall become due and payable prior to the pick up of Mare or delivery of the Mare to Mare Owner. Owner hereby grants and conveys to Deer Hollow Farm, LLC a security interest in the Horse(s), any stallion service certificates relating to the Horse(s) to secure the payment for all mare care charges including but not limited to veterinary services, farrier services, special dietary services as well as board charges and expenses provided for hereunder and all other costs (including reasonable attorneys' fees) associated with the Horse(s) and hereby authorizes Deer Hollow Farm, LLC to file any financing statements to perfect said security interest. This Agreement may serve as a security agreement. This Agreement does not affect and is in addition to any agister's lien in favor of Deer Hollow Farm, LLC and the rights of Deer Hollow Farm, LLC which arise pursuant to Kentucky law including, without limitation, KRS 376.400.

**D) General Conditions:**

1) Farm shall not be liable for any sickness, disease, theft, estray, injury, or death 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 all risks connected with the breeding and boarding of the Mare/Mare and Foal are born by the Mare Owner or Owners. Owner assumes all risk of loss to the Mare/Mare and Foal and is solely responsible for maintaining any and all insurance on each Mare/Mare and Foal. Deer Hollow Farm, LLC shall not be responsible for complying with the terms of any insurance coverage or for giving any notice to any insurance carriers.

2) In the event of colic or life threatening illness of the Mare and/or Foal, all reasonable means available will be utilized to save said Mare/Foal unless otherwise specifically instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith. Mare Owner must waive/exclude specific veterinary care in writing as an addendum to this breeding contract.

3) **Inherent Risks and Assumption of Risk.** 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, bucking, biting, 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.

4) **Indemnification.** 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 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 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 Farm, etc.] that were caused by the acts of the Mare, or her Foal.

5) **Release/Hold Harmless.** Mare Owner agrees to hold harmless and release Farm and their respective agents, employees, representative, assigns, affiliated person, and/or 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 Farm, unless Farm caused the injury, damage or loss intentionally or in reckless disregard for the safety of the Mare Owner.

6) All action with respect to this agreement will be instituted in a court sitting in Union County, Kentucky and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum.

7) **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 OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.**

8) This contract represents the entire agreement between the parties and is not assignable by Mare Owner without 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 State of Kentucky, and shall be enforced and interpreted in accordance with the laws of said State. 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:

Attached-Pertinent Mare Information Form Received & Attached; Date: \_\_\_\_\_

Attached- Health Certificate and Vaccination Record Received & Attached: Date: \_\_\_\_\_

Attached- Negative Uterine Culture/Cytology/Sensitivity Received & Attached: Date: \_\_\_\_\_

Deer Hollow Farm LLC, P.O. Box 89 Morganfield, KY 42437 Farm located at 8024 State Route 871 Morganfield, KY 42437 ;Kathy Baird, managing member (270)952-5391 cell;(270)389-2557 home website:  
[www.deerhollowfarmllc.com](http://www.deerhollowfarmllc.com) email: [deerhollowfarm@yahoo.com](mailto:deerhollowfarm@yahoo.com)

**Required Mare Owner information**

Mare Owner/Agent:
Farm Name:
Billing Name:
Billing Address:
Primary Phone number:
Alternate Phone Number:
Email Address:
Other Contact/phone number (emergency):

B

**Mare Owner Disclaimer (REQUIRED INFORMATION):**

In the event of colic or life threatening illness of Mare and/or Foal, all means available as instructed by attending veterinarian will be utilized to save said Mare/Foal, including surgery as advised by veterinarian. If mare owner chooses to refuse specific treatments; it is described as follows:

\_\_\_\_\_  
Mare Owner/Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Mare Owner/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deer Hollow Farm LLC Representative Signature

\_\_\_\_\_  
Date