

2009 Classic Copper On-Farm Breeding Contract

This contract is entered into and is between the undersigned *Picture Book Farms, LLC*, known as "STALLION OWNER" and hereinafter referred to as "Farm" or "Stallion Owner". This contract sets forth the rights and responsibilities of the parties for the 2009 breeding season. To complete the agreement Addendum(s) for Mare Disclosure Forms will be required. These will be noted below. The stallion providing breeding services under this contract is **CLASSIC COPPER, JC #0132937, AQHA # T0551332, and PHBA #81783**. WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name

Registration # _____, Breed _____,
T # _____ (if applicable) it is now therefore agreed between the parties
as follows:

Mare will be bred at Picture Book Farms, please check one of the following:

- 1) _____ New Breeding to On-Farm Stallion, Mare Owner warrants that they have paid entire Stallion Service Fee, including non-refundable booking fee to Stallion Owner, prior to mare's arrival at farm, in accordance with this Agreement for the stallion identified above
- 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 2009 Association Program rules for the stallion identified above
- 3) _____ Rebreed for Live Foal Guarantee: Chute Fee \$ _____
- 4) _____ Collection Fee - Initial: \$ _____
- 5) _____ Collection Fee - Subsequent Collections: \$ _____

A) Booking and Stallion Fees: Mare Owner agrees to pay a non-refundable booking fee of \$400.00 USD to reserve a breeding for the year 2009, which shall be part of the Stallion Service Fee. For total consideration of \$ _____ USD, excluding mare care, Farm hereby agrees to breed the stallion, **CLASSIC COPPER, JC #0132937, AQHA # T0551332, and PHBA #81783**, to the mare belonging to Mare Owner as above-described. Breeding fee paid is only for the above mentioned mare. Should more than one embryo result from a breeding, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of breeding in order to receive a breeding certificate for additional foal(s). Multiple mare discount(s) in effect at time will apply.

B) Stallion Owner/Farm Warrants: Stallion Owner is the sole owner of the stallion referenced above. And has full authority and power to transfer title of a breeding season to Mare Owner. The season granted under this contract is free from all liens and encumbrances.

C) Live Foal Guarantee: This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege in the current season (2009) of the following breeding season (2010) only. Substitution of Mare will be allowed. Mare owner will be responsible for fees in effect at time of rebreed.

D) Stallion: In the event of the death of the above-named Stallion, this contract shall become null and void. Breeding fee less the on-refundable booking fee shall be refunded to Mare Owner if the Mare has not been bred. In the event of the Stallion's death prior to the delivery of live Foal, the live Foal guarantee as above described becomes null and void.

E) Mare Owner Warrants: Mare Owner agrees and warrants to:

- 1) Provide minimum 14 day notice of arrival of mare to Farm. **Expected Arrival Date:** _____
- 2) Submit to Farm a completed Mare Disclosure Form - Exhibit "B-1" at least five days prior to the mare's arrival on the premises of the breeding facility.
- 3) Mare/Mare and foal is, to Mare Owner's knowledge, free from transmittable illnesses or diseases. Mare Owner Must disclose to Farm if Mare/Mare and foal have 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 current health certificate (within 30 days) and a current (within 12 months) negative COGGINS TEST prior to mare's arrival at farm. Health Certificate shall indicate current vaccinations. Said vaccinations shall have been administered a minimum of 14 days prior to arrival at farm and maximum of 60 days

for: TETANUS, INFLUENZA(EIV), WEST NILE VIRUS (WNV), STREPTOCOCCUS EQUI (Strangles), RABIES and EASTERN/WESTERN ENCEPHALOMYELITIS (EEE and WEE). **Mares must also be vaccinated for RHINOPNEUMONITIS EVH-1 and EVH-4 within 30 days of arrival to Farm.** Certificate shall also indicate that mare had been wormed within 60 days and indicate type/brand of wormer administered.

5) **Mares will not be allowed on the premises without appropriate health certificate, vaccinations etc., unless pre-arranged with Farm and if space permits, Farm will enter the mare/mare and foal into quarantine and health requirements will be administered by the Farm at the expense of the Mare Owner. In addition, Mare Owner agrees that boarding fees for Quarantine are \$20/Day for the duration of the quarantine. Note: other fees may apply to quarantine.**

6) 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 tests results performed within 30 days of Mare arrival are provided by Mare Owner. 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 the 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.

7) Mare shall be halter broke and reasonably safe for handling and breeding. Rear shoes shall be removed. Farm reserves right to reject and return at mare owner's expense any mares/mare and foal that at their sole discretion deem that the mare is unsafe for personnel on the farm. All fees incurred will be due and payable prior to mare's removal.

8) 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. Mares who do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year. Mare Owner agrees to hold Stallion Owner/Farm harmless if Mare does not settle.

9) In the Re-Breed Year, a Rebreed Fee may apply, and if Mare is sent to Farm to breed, a \$300.00 chute fee will apply.

F) 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 will 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:

_____ Dry (No foal)	Rate \$12.00/Day
_____ Wet (Foal by Side)	Rate \$16.00/Day
_____ Other: _____	Rate \$ _____

3) 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 the 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. Mare Owner agrees to have said Mare 1) pregnancy checked and 2) pregnancy checked for twins by ultrasound within thirty days from the date of last breeding and provide said information to Farm within five days from the date of said pregnancy check. Not providing said pregnancy checks and a loss of pregnancy late term due to twins may result in a void of live foal guarantee as per stallion owner contract.

4) Mare Owner shall be invoiced at the first of each month for all mare care charges 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 20th of the month. If said invoices are paid by credit card, the Farm will add a 3% surcharge to invoiced amounts to cover bank fees. Farm reserves the right to impose, after 10 days from the date payment is due, to charge interest at the rate of 18% per annum on all unpaid sums.

5) The accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to pick up of Mare or delivery of the Mare to Mare Owner. Farm shall have a lien against the Mare, any Foal at side and the produce of the mating 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. Mare Owner agree 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 right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding before mentioned until Mare Owner is

current on all payment obligations to Stallion Owner/Farm.

G) 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 HORSE 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 TO 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 SHALL BE AT MARE OWNER'S RISK.
- 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 on Mare Information/Disclosure Statement 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 guest, 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, representatives, 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 Okaloosa County, Florida 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 FLORIDA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
- 8) This contract represents the entire agreement between the parties and in not assignable by Mare Owner without written permission of Farm. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically states in this written agreement. This contract is made and entered into the State of Florida, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Additional Terms and Conditions: _____

Mare records – A photostatic copy of registration papers (both sides) is required.

Required Information of Mare Owner:

Does mare have a Foal by side? Yes or No? or, Will she Foal this Current Season? Yes or No?
Is Mare Open/Barren for the 2009 Breeding Season? Yes or No? Is Mare Maiden? Yes or No?

_____ Mare Owner will provide diagnostics prior to arrival to Farm (current within 30 days)
_____ Mare Owner prefers procedures to be performed at Picture Book Farms, LLC upon arrival at Farm

Exhibit "B-1" ~ Mare Disclosure Form for Breeding at the Farm Executed and Attached; Date: _____
Exhibit ~ Health Certificate and Vaccination Record Received and Attached: Date: _____
Exhibit ~ Negative Uterine Culture/Cytology/Sensitivity Received and Attached: Date: _____

Signature of Stallion Owner or Agent Date Signature of Mare Owner Date

Picture Book Farms, LLC
845 Mayo Trail
Crestview, Florida 32536
PH: 850-682-4778
Fax: 850-398-8474
Website: www.picturebookfarms.com
Email : trobrussell@cox.net

Agent for Mare Owner (If Applicable):

Agent Name: _____
Agent Address: _____
Agent Daytime Phone: _____ Agent Evening Phone: _____
Agent Fax: _____

Mare Owner/Lessor (Please Circle One):

Name: _____
Farm Name: _____
Address: _____
Day/Work Phone: _____
Evening/Home Phone: _____
Fax No: _____
Cell Ph: _____
Website: _____
Email: _____
Mare Owner/Lessor AQHA/PHBA or Other ID # _____
Mare Owner/Lessor SS #/Federal Tax ID # _____

NOTE: If Mare is Leased:

A Copy of AQHA Lease Agreement MUST be Attached.

SIGNATURE & DATE:

Payment is accepted by Check ,Credit Card (Visa/Mastercard) or Paypal.

Credit Card Information and Authorization:

Please furnish the following information prior to the first shipment. Return this original form signed to
Picture Book Farms

845 Mayo Trail
Crestview, Florida 32536

Also, retain a copy for your records.

Read carefully before signing: By signing or otherwise authorizing the charges reflected above, I agree to pay the full amount thereof in the event that such charges are declined or refused by my bank or credit provider. Additionally, I agree to pay interest at the rate of 12% per annum on all charges and attorneys fees and costs incurred in collection of the charges.

I, _____, authorize Picture Book Farms to charge shipping fees and any unpaid fees owed to my:

Check one: () Visa () Visa Checkcard () Mastercard

Card Number: _____ - _____ - _____ - _____

Expiration Date: _____ / _____

Name on Card (exactly as appears) _____

Address where Credit Card is billed: _____

Card Holder's Signature: _____ Date: _____