

Blackstrap Hill Veterinary Clinic
 CONTRACT 2012
 Denise L. McNitt, DVM
 Martha K. Smith DVM
 21 Schuster Rd.
 Cumberland Center, Maine 04021
 Phone (207) 797-6000
 Fax (207) 797-6116

BLACKSTRAP HILL BREEDING

NAME OF MARE: _____ STALLION BOOKED TO: Kerogen

MARE INFORMATION			
OWNER:		S.S. or Tax ID#	
E-MAIL:	Fax:	Bus. Phone:	Home Phone:
ADDRESS:			
COMMENTS:			
Color/Desc.:			
Year Foaled:		Tattoo #:	
Racing Record:	TROT:	PACE:	
SIRE:			
DAM:		BY:	
2 nd DAM:		BY:	
COMMENTS:			

BREEDING INFORMATION			
Was this mare bred in 2011		If so, to what stallion?	
Did this mare have live foal in 2012			
Last breeding date?		Is this mare in foal?	
Examined by whom?			
Is this mare barren?	Is this mare maiden?	Is this mare infected?	Is this mare blind?
Present location of mare:			
PLEASE INDICATE HOW THIS MARE WILL BE BRED: (X after choice)			
Mare will board at Blackstrap Hill indefinitely.		<input type="checkbox"/>	
Mare will board at Blackstrap Hill during breeding season.		<input type="checkbox"/>	
Transient basis from / /11 to / /11		<input type="checkbox"/>	(a \$ 47.00 insemination fee will be charged per breeding) Phone:
Semen pick-up by:		<input type="checkbox"/>	(a pick-up fee will be charged per shipment) Phone:
Shipped semen to:		<input type="checkbox"/>	(Must be pre-approved; special charges apply, please contact office for details.) Phone:
SPECIAL ARRANGEMENTS:		<input type="checkbox"/>	Phone:

NAME OF MARE: _____ STALLION BOOKED TO: Kerogen

TERMS AND CONDITIONS:

*** CONTINUATION OF CONTRACT ***

This **STALLION BREEDING CONTRACT** for the breeding season of the year 2012 is made and entered into on this _____ day of _____, 2012 by and between **Blackstrap Hill Veterinary Clinic**, hereinafter designated Breeder,

CONTRACT 2012

Denise L. McNitt, DVM

Martha K. Smith DVM

21 Schuster Rd.

Cumberland Center, Maine 04021

Phone (207) 797-6000

Fax (207) 797-6116

and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg. No. _____, to the stallion, **Kerogen**, USTA Reg. No 7AB927, for the fee of \$2000 for a live foal, subject to the following conditions.

On Premises Breeding

1. Mare Owner may not remove mare from Breeder's possession until all expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his custody. Mare Owner agrees to pay for care and feed at the rate of \$18 per day for dry mares; \$21 per day for wet mares, and \$4 per day for nursing foals.
3. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian and farrier services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian and farrier expenses will be paid by Mare Owner.
4. Mares that are not halter broken, and reasonably safe for handling and breeding, will not be accepted. Mare Owner will remove rear shoes from Mare or allow Breeder to do so.
5. The mare shall be in healthy and sound breeding condition, free from infectious, contagious or transmissible disease. A current negative Coggins Test, copy of registration papers (both sides), veterinarians health certificate, plus a health, worming and immunization record must accompany mare. If they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute liquidated damages.
6. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare.

Mares being bred with Shipped Semen:

1. Mare owner agrees that mare shall be in healthy and sound breeding condition, free from infectious, contagious or transmissible disease Breeder reserves the right to refuse mares that do not satisfy this condition.
2. Breeder agrees to provide shipped semen with 24 hours confirmed notice from Mare Owner at a cost of \$163.00 per shipment plus any additional shipping costs under the Farm's normal collection schedule, that being MWF. 9 am. Shipped semen may be provided at other times at the Farm's discretion.
3. Mare owner further agrees to keep on file a credit card for all breeding fees that will be charged for each collection prior to shipment of semen.
4. Should any mare being bred in the 2012 season with shipped semen fail to conceive from breeding on 2 heat cycles, the Breeder and Farm reserve the right to request examination of the mare which may include but not be limited to ultrasound/rectal and/or culture and /or biopsy to determine mare fertility issues and to refuse further Service pending the results of such evaluation and treatment for any conditions which would, in the opinion of the Farm Veterinarian prevent a successful mating.

All Mares:

1. This Contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal which stands and nurses without assistance. The live foal guarantee shall be rescinded and not applicable if mare is returned to race or performance training after being pronounced in foal.
- 2 A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full and when mare has produced a live foal by this mating. Mare Owner will be solely responsible for

CONTRACT 2012

Denise L. McNitt, DVM

Martha K. Smith DVM

21 Schuster Rd.

Cumberland Center, Maine 04021

Phone (207) 797-6000

Fax (207) 797-6116

seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.

3. Both parties agree that BHVC (farm), the Breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton negligence of the Breeder; and the Mare Owner is not liable for death, sickness, and /or accident including consequential damages caused to the stallion.

4. This Contract is non-assignable and non-transferable. The Mare Owner is responsible for all personal property taxes on mare. Breeder strongly recommends that Mare Owner carry full insurance on mare and/or foal.

Company _____
Policy Number _____.

5. This contract is entered into in the State of Maine, and will be interpreted and enforced under the laws of that state. IF any clause in this Contract is against State Law, then that clause shall be null and void.

6. Additional conditions should be individually initialed by each party.

7. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract.

When Mare Owner and Breeder sign this Contract, it will be binding on both parties, subject to the above terms and conditions.

SERVICE FEE: \$ _____2000.00_____

SIGNED: _____
(Owner of mare/Agent)

DATE: _____

Credit Card: _____

Accepted: Blackstrap Hill Veterinary Clinic

By _____

DATE: _____