



BaldPeak Equine

Foaling Contract - 2023 Foaling Season

Mare Information

Registered Name: _____

Barn Name: _____

Breed: _____ Age: _____

Registration No.: _____ Color: _____

Insurance Agency: _____

Insurance Type: _____

Insurance Contact Information: _____

Mare Due Date: _____

In Foal To: _____

Breeding Facility: _____

* Please include a copy of Mares registration papers.*

Owner Information

Owner: _____

Phone 1: _____ Type: _____

Phone 2: _____ Type: _____

Phone 3: _____ Type: _____

Address: _____

City/State/Zip: _____

Email: _____

Emergency Contact: _____

Boarding Care Choice (See Fee Schedule)

- Mare Board & Care**
- Wet Mare Board & Care**
- Enhanced Care (Includes consistent grooming, owner provided supplements, turnout, & blanketing with owner provided blankets)**

Vaccinations

We require each pregnant mare to be vaccinated for the following diseases. Please note approximate date of last vaccination, vaccines needed upon arrival, and vaccines you **do not** want given. If no vaccination history is provided, mares will be vaccinated upon arrival at Owner's expense. Please include dates below:

Eastern & Western Equine Encephalitis: _____

Tetanus: _____

Influenza: _____

Rabies: _____

West Nile Virus: _____

Rhinopneumonitis: _____

Last deworming (Type/Brand): _____

Post-Foaling Vaccines Required: _____

In addition, the mare should have been vaccinated at 5, 7, and 9 months of gestation against equine herpesvirus type-1 (Rhinopneumonitis) using a commercial killed vaccine. Mares on Farms at risk of exposure to Equine Arteritis Virus or mares due to be bred after foaling to a stallion known to be shedding Equine arteritis Virus (or is of unknown status) should be vaccinated during pregnancy with Arvac(c) vaccine (Pfizer Animal Health) between 3 & 9 months of gestation. It may also be advantageous to vaccinate late-term pregnant mares against rotavirus, if there has been an issue with rotavirus-induced diarrhea in foals.

Medical History

We require disclosure of any medical conditions that could affect management of the mare and/or newborn foal before acceptance of the mare into this program (Bald Peak Foaling Facility).

Medical Problems:

Current Treatments:

Management Considerations:

Feed

Hay type & quantity:

Grain Type & Quantity:

Supplements:

The standard diet at Bald Peak Equine is grass and/or alfalfa hay & grain. Current grain choice (SafeChoice from Nutrena or similar).

Farrier Services

Trimming or shoeing will be performed as needed or as requested. Please note any special instructions and/or contact information for a farrier to call for specific instructions. Farrier services will be billed directly to the mare owner by the farrier. Please include last farrier date:

Fee Schedule – 2023 Season

\$700 Foaling service entry fee is due at signing of this Contract and is non-transferrable and non-refundable

The Entry fee for foaling service includes video surveillance, milk calcium screening, NI testing, and colostrum evaluation on the mare. Also included are routine umbilical cord care, administration of enema, and evaluation of passive antibody transfer in newborn foal.

Owner/Agent 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 (e.g. oxytocin therapy, uterine lavage or other treatments for retained placenta, etc.) Or the newborn foal (e.g. supplementation with additional colostrum and/or plasma, etc.). A list of foaling, post-foaling, and newborn foal services is presented at the end of this contract.

Daily Board & Care

Mare Board & Care

(Includes Limited Turnout & Grooming)

\$25.00 per day

Wet Mare Board & Care

(Includes Both Mare & Foal Board)

\$30.00 per day

Enhanced Mare Care

(An additional daily rate that includes consistent turnout and grooming, feeding of owner provided supplements and blanketing with owner provided blankets. Added at owner's request.)

\$3.00 per day

Miscellaneous Services

Daily Treatment Fee

(Owner Provided Medications)

\$3.00 per day

Regumate Administration

\$4.00 per day

Terms & Conditions

This agreement is entered into on _____

By and between Michelle Michelsen -Bald Peak Equine (Referred to as BPE)

And _____ (Mare owner and/or manager)

BPE agrees to provide foaling services for the Mare identified on Page 1.

1. The Person signing this contract represents and warrants that he/she is the true and lawful owner of the mare, or if not the owner, then has actual authority to act as Owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding the animal and its veterinary Care. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless BPE from any and all claims, of every kind of nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Mare Owner shall be deemed binding upon the person signing this Contract and the Owner of the Mare (Hereinafter, Individually and collectively referred to as the Mare Owner).

2. Mare Owner agrees that during the period BPE is in possession of the Mare, good equine practice may suggest and/or require the Mare to be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this contract, the Mare Owner hereby grants BPE the right and authority, based upon its independent judgement, to administer routine preventative medicine and to have the Mare trimmed or shod at any time by a farrier selected by BPE. The Mare Owner shall pay/reimburse BPE for the cost thereof upon invoice as set forth in section 4 below.

3. The Mare Owner hereby releases and shall indemnify and hold BPE harmless from any claim, demand or loss arising from any disease, injury or death to the mare and/or in utero foal and/or foal arising out of any undertaking by BPE

under the terms of this Contract. Further, the Mare Owner shall exonerate, protect, Indemnify, Defend, and hold harmless **BPE**, from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorneys fees, and protect, Indemnify, Defend, and hold harmless **BPE**, from and against all attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the Mare Owner, or of any person while the Mare is under the Mare Owner's possession or control, arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pickup by **BPE**), condition, or storage of the Mare, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of **BPE**.

WARNING: Under Oregon 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, pursuant to **ORS 30.687-30.697**.

4. The Mare Owner agrees to pay all veterinary fees associated with routine care of the Mare and/or foal and the preparation (e.g. Coggins Test, Health Certificate and Brand Inspection) for departure after foaling.

5. Mare Owner agrees to Pay All Charges In Full before removing the Mare and/or foal. At least one-week notice must be given prior to departure of the Mare and/or foal to allow preparation of required paperwork. The Mare Owner is required to make transportation arrangements between the hours Of 7:30 am to 4:30 pm Monday through Friday, unless previous arrangements have been made well in advance and in agreement with **BPE**.

6. The Mare and/or Foal Will Not be release if insufficient notice is given or The Bill is not paid in full prior to departure.

7. All invoice balances are payable within 30 days of monthly or final invoice. After 30 days from billing date, a \$25.00 handling fee and interest of 1.5% per month on the outstanding balance will be assessed. **BPE** reserves the right

to refuse or suspend service when any of the Mare Owner's accounts with **BPE** are past due. The Mare Owner agrees to pay all costs and reasonable attorney incurred by **BPE** in attempting to collect any outstanding balance.

8. Mare Owner is responsible for obtaining and paying for any insurance desired on the Mare and/or Foal. **BPE** Does Not provide Insurance.

9. Mare Owner is responsible for parentage testing of any foal.

10. Mare Owner is responsible for all Breed Registry Rules and Regulations including but not limited to, brand inspections required by law. Mare Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by **BPE**.

11. If at any time **BPE** determines, in its sole judgment and discretion, that the Mare and/or Foal needs to be transferred to A Veterinary Hospital for medical or surgical treatment, the Mare Owner is responsible for all charges incurred. These charges will be billed separately by the Veterinary Hospital or Or Veterinarian the performed services and must be paid in full before the animal can be returned back to **BPE**. **BPE** will make reasonable efforts to contact Mare Owner or authorized emergency contact in the event that such transfer is required; however, if Mare Owner cannot be immediately reached, Mare Owner hereby authorizes **BPE** to initiate such transfer, care & treatment. **BPE** uses Dr. Jack Root (DVM) and Oakhurst Equine veterinary Services for emergency services. If a different Veterinarian or Hospital is desired, please Specify which Dr and/or emergency hospital to use:

12. This contract is non-transferable. If the Mare and/or Foal is sold or leased, or upon death of the Mare, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of The state of Oregon.

13. BPE reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days' advance written notice to the Mare Owner

14. Each party agrees to comply with all applicable Federal, State, and Local laws, codes, regulations, rules, and orders. This Contract shall be governed by the Laws Of The State Of Oregon, and any legal action concerning the provisions hereof shall be brought in the District Court in Yamhill County, Oregon.

15. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Stallion/ Mare/Frozen Semen Owner hereby authorizes and appoints BPE to execute any required documents on Stallion/Mare/Frozen Semen Owner's behalf.

16. The Mare Owner will be considered in default of its obligations under this Contract if the Mare Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues For 10 days after BPF gives the Mare Owner written notice thereof. In the event of default by the Mare Owner, BPE may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall lie exclusively in the district court in and for the County Of Yamhill, State Of Oregon.

17. This Contract constitutes the entire Contract between the parties and supersedes any previous Contracts, understandings, or Contracts of the Parties, wether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by BPE without an express, written and signed amendment to this Contract. Signed contracts returned to BPE by facsimile or through electronic mail shall services other than those expressly stated in this Contract.

By Signing below, I acknowledge and agree to comply with the terms and conditions stated in this contract. Further, I authorize Bald Peak Equine to act as temporary agent on my behalf pursuant to paragraph 11 above should the Mare and/or Foal require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the Veterinary Hospital Chosen to Bald Peak Equine.

Name of Mare Owner/Agent

Date

Signature Of Mare Owner/Agent

Date

Address Of Mare Owner/Agent

City, State

Zip Code

Phone Number Of Mare Owner/Agent

Email Address Of Mare Owner/Agent

Fax Number Of Mare Owner/Agent

Approved By: _____

Owner & Operator, Bald Peak Equine

Date