

Cool Winds Farm • Breeding Contract for 2020 Season

Stallion:

Stud Fee: \$

Mare Information

| | | |
|----------------|---------------------|---------------------|
| Name: | Year Foaled: | Tattoo: |
| Sire: | Dam: | Sire of Dam: |
| Record: | Earnings: | |

Owner Information (Person responsible for bills and service fee) *If billing is different than 100%, please inform of all owners and appropriate percentages*

| | |
|---|-----------------------|
| Name: | Ownership % |
| Address: | Day Phone: |
| City, State/Prov, Zip/Postal Code: | Evening Phone: |
| Email: | Cell Phone: |

Mare's Breeding History

| <i>Mare is (Please circle one)</i> | <i>Maiden</i> | <i>Barren</i> | <i>In-Foal</i> | <i>Last Bred Date: / /19</i> | <i>Sire:</i> |
|------------------------------------|-----------------|---------------|----------------|------------------------------|--------------|
| 2018 | Bred to: | | | Result: | |
| 2017 | Bred to: | | | Result: | |

For RESULT, please list foaling date, color and sex of FOAL.

Semen Transport • *Please indicate how mare will be bred (additional charges may apply)*

| | | |
|--|--|--|
| <input type="checkbox"/> Semen Pickup | <input type="checkbox"/> Transient | Transient Farm: |
| <input type="checkbox"/> Shipped Semen | FedEx or UPS account # (REQUIRED): | |
| PHONE: | Shipping Address: | |
| <input type="checkbox"/> Mare will board at COOL WINDS FARM | | WHAT DATE will mare SHIP IN? |
| MARE will stay | <input type="checkbox"/> Indefinitely | <input type="checkbox"/> End of season <input type="checkbox"/> Until Pregnant |

COMPLETE FOR SEMEN TRANSPORTATION (REQUIRED) MANDATORY PREPAYMENT by credit card, cash or check is due at the time semen is ordered.

| | |
|------------------------------|--|
| Type of Credit Card: | Name as it appears on Card: |
| Credit Card Number: | Expiration Date: Verification# |
| Card Holder Signature | Billing Zip Code for Card: |

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 Name:** Please Print **X**
Signature (Date) / /2020

Approved by Cool Winds Farm (Farm Manager, Signature) **X** (Date) / /2020

2060 S. COOL RD. • LIMA, OH 45806 • PHONE (419) 227-2665 • FAX (419) 227-0573

TERMS AND CONDITIONS OF BREEDING CONTRACT: The undersigned represents that he/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.

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 Cool Winds Farm. **The undersigned agrees not to breed the mare named to any other stallion during the breeding season without Cool Winds Farm's written consent and that Cool Winds Farm shall only issue one (1) mating certificate per mare to register one (1) live foal per year.** Cool winds Farm reserves the right to refuse any mare it deems unfit for breeding.

Neither Cool Winds Farm or its owners, principals, agents or employees shall be liable for any injury, disability or death suffered by any mare, or her offspring, from any cause whatsoever, while in the care, custody or control of Cool Winds Farm, and the undersigned owner/agent specifically agrees to this condition and hereby waives and releases all and every claim for damages resulting from such injury, disability or death.

The service fee is due and payable when the mare has foal that can stand and nurse ("live foal"), or when the mare changes ownership whichever occurs first. However, Cool Winds Farm, at its option, may require the service fee to be paid before the mare leaves the farm or immediately upon demand if Cool Winds Farm determines that timely payment may be in jeopardy. Cool Winds Farm shall presume the birth of a live foal one calendar year after breeding unless owner proves that no live foal was born. All charges, including taxes, veterinary fees, blacksmiths, and board, which will accrue at Cool Winds Farm customary rates, must be settled before a mare is removed from the premises of Cool Winds Farm.

All cost and expenses incurred in connection with collection of any amounts due hereunder shall be borne by the undersigned. **Cool Winds Farm shall not issue any mating certificates until all charges due Cool Winds Farm have been paid in full.**

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 and, provided that all other charges due Cool Winds Farm have been paid. 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 Cool Winds Farm.

The undersigned acknowledges and agrees that in the event semen is transported off the premises of Cool Winds Farm for insemination hereunder, Cool Winds Farm shall not be responsible for any errors or injury resulting from the insemination of the above-referenced mare. 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; and the undersigned hereby consents that to any action or proceeding against it being commenced and maintained in Allen County, Ohio, and the undersigned agrees that the courts of State of Ohio shall have jurisdiction and be the proper venue with the respect to the subject matter hereof and the person of owner and the undersigned agent. Notwithstanding any of the foregoing, Cool Winds Farm, 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 property of owner or undersigned properties may be located.

The undersigned and Cool Winds Farm agree that this contract was formed in the State of Ohio. "Simultaneous to entering into this agreement, Owner/agent acknowledges that he/she has signed a waiver in compliance with the Ohio Equine Liability Law, section 2305.32.1, Ohio Revised Code, outlining the inherent risks of equine activities as outlined in divisions (A) (7) (a) to (e) of the act." The undersigned has read the foregoing, acknowledges that he/ 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/she represents. **PLEASE INITIAL _____ I HAVE READ and UNDERSTAND ALL OF THE ABOVE**