



Foaling Contract

The contract between Brookside Friesians LLC and mare owner for the 2024 Season. It is known by the mare owner that Brookside Friesians LLC is NOT a veterinarian and the mare owner releases ALL liability for foaling the mare named below.

***Foaling Package \$800 per month beginning month mare is due
\$600 mare care board if mare is boarded prior to foaling month***

Name of Mare Owner: _____
Address: _____
Phone number of Mare Owner: _____
E-mail address of Mare Owner for billing: _____

Package includes the following:

- Full board with specialized nutrition for pregnant and nursing mares
- 24 video monitoring with onsite owners
- Milk testing to predict impeding foaling
- Evaluation of the quality of the dam's colostrum
- Foal imprinting
- Umbilical cord care post foaling
- IGg test
- Enema administered to newborn foal
- Foal & Postpartum mare examination

Foaling Contract does **NOT** include the following and you are responsible for all additional charges listed below.

****Additional services may be added at unit price***

- Supplemental colostrum, colostrum substitute (i.e. Seramune®), or plasma therapy if needed
- Veterinary services for non-routine events (i.e. dystocia, retained placenta, tearing, etc.)
- Foal heat breeding services for mare
- Farrier work
- Additional veterinary needs such as immunizations or emergencies

Mare: _____
Last date bred: _____

DOB: _____
Insured: Yes or No (please circle one)

Please list any additional mares below

Mare: _____
Last date bred: _____

DOB: _____
Insured: Yes or No (please circle one)

Mare: _____
Last date bred: _____

DOB: _____
Insured: Yes or No (please circle one)

Mare: _____
Last date bred: _____

DOB: _____
Insured: Yes or No (please circle one)

Mare: _____
Last date bred: _____

DOB: _____
Insured: Yes or No (please circle one)

TERMS AND CONDITIONS

This agreement ("Contract") is entered into this _____ day of _____, 20____, by and between Brookside Stallion Station, a subsidiary of Brookside Friesians LLC, and the Mare Owner identified within this contract. Brookside agrees to board and foal out the mare identified on page 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 Owner shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless Brookside Friesians LLC and its agents from any and all claims, of every kind and 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). Mare Owner agrees that during the period Brookside Friesians LLC is in possession of the Mare and/or foal, good equine practice may suggest and/or require the Mare and/or foal be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Mare Owner hereby grants to Brookside the right and authority, based upon its independent judgment, to administer routine preventative medicine and to have the Mare and/or foal trimmed or shod at any time by a farrier selected by Brookside. The Mare Owner will be billed monthly by Brookside Friesians LLC for all farrier services and/or veterinary needs. The Mare Owner hereby releases and shall indemnify and hold Brookside Friesians LLC harmless from any claim, demand or loss arising from any disease, injury or death to the Mare and/or foal and/or in utero foal arising out of any undertaking by Brookside Friesians LLC under the terms of this Contract. Further, the Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless Brookside Friesians LLC, from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the Mare Owner, whether caused by the sole negligent acts or omissions of Mare Owner or by the concurrent negligent acts or omissions of Mare Owner, arising out of or attributed, directly or indirectly, to the use, possession, transportation, 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 Brookside Friesians LLC. Mare Owner is responsible for knowledge and adherence to guidelines for intrastate, interstate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. Brookside Friesians LLC does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless Brookside Friesians LLC from any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation. Mares and/or foal will not be released if insufficient notice is given or the bill is not paid prior to departure. At least one-week advance notice must be given prior to departure of the mare to allow preparation of required paperwork. The Mare Owner is asked to make transportation arrangements for the mare between the hours of 7:00 am to 4:30 pm Monday through Friday, unless previous arrangements have been made in advance. All invoice balances are payable within 10 days of monthly invoice. AFTER 10 DAYS FROM BILLING DATE, INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Brookside Friesians LLC reserves the right to refuse or suspend service when any of the Mare Owner's accounts with Brookside are past due. The Mare Owner agrees to pay all costs and reasonable attorney fees incurred by Brookside Friesians LLC in attempting to collect any outstanding balance. The Mare Owner acknowledges lien rights of Brookside Friesians LLC hereby irrevocably grants a lien as described therein to Brookside Friesians LLC for purposes of securing payment on Mare Owner's account(s). Mare Owner is responsible for obtaining and paying for any insurance desired on the Mare and/or foal and/or in utero foal. If at any time Brookside Friesians determines, in its sole judgment and discretion, that the Mare and/or foal needs to be transferred to Tufts Veterinary Hospital for medical or surgical treatment, the Mare Owner is responsible for all charges incurred. These charges will be billed separately by Tufts and must be paid in full before the animal can be released. Brookside will make reasonable efforts to contact Mare Owner in the event that such transfer is required; however, if Mare Owner cannot be immediately reached, Mare Owner hereby authorizes Brookside to initiate such transfer, care and treatment. This Contract is non-transferable. If the Mare is sold, 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 Massachusetts. Brookside reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days' advance written notice to the Mare Owner. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. This Contract constitutes the entire understanding between the parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by Brookside Friesians LLC without an express, written and signed amendment to this Contract. By signing below, I acknowledge and agree to comply with the terms and conditions stated above.

IN WITNESS WHEREOF the Parties have executed this Contract as of the day and year set forth first above.

I agree to all terms noted above:

Signature of Mare Owner/Agent _____

Date _____