

2023 HORSE BREEDING CONTRACT

THIS AGREEMENT, made and entered into this _____ (day) of _____ (month) in the year of 2023

by and between _____ (hereinafter referred to as "Mare Owner") residing at

_____ (address) _____ (city) _____ (state)

and **Capo Kane Investments LP** (hereinafter referred to as "Owner of Stallion") located

at **16 Elkshead Terrace Trenton, N.J. 08620**

WITNESS WHEREAS, Owner of Stallion warrants that it is the legal owner of

Capo Kane a 5 year old, bay colt, Micro Chip # 981020027286231 Reg # 1817494

and, WHEREAS Mare Owner warrants that it is the legal owner of

(Name of Mare) _____ : described as a (color) _____,

foaled in the year of _____, by (Sire) _____

and out of (Dam) _____ due to foal _____ (if applicable).

AND WHEREAS,

Capo Kane will stand at stud during the 2023 season at Bonner Hill Farms, Littlestown, Pa. and the parties hereto desire to contract to the Mare Owner one season's booking for 2023 to the aforementioned stallion for the services of the mare named above.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

Stud Fee

The Stud Fee listed for 2023 is \$ 2,500.00. Discounts are available to approved mares.

This contract will be revised to reflect the discount.

Mare Owner agrees to pay ___\$_____ stud fee within 10 days after foaling date.

The normal breeding season shall be defined as from February 15th until June 30th of the year involved.

Boarding of Mare/s Farm contact Cristina Holmes for boarding and foaling rates 443-854-4404

Bonner hill Farms 1175 Teeter Road Littlestown , Pa 17340

- a. Mare Owner shall be responsible for payment any boarding fees. . Check with the farm for rates plus any Veterinarian care cost as required.
- b. There is also a foaling fee along with all necessary veterinarian expenses. Check with the farm for rates.
- c. . Owner of Bonner Hill Farms agrees to provide the following for boarding fees:

(a) Feed (b) hay (c) stall and field turnout (d) reasonable grooming

Furthermore, it is expressly understood and agreed that the boarding of said horse, as agreed to herein, is not a personal service contract and accordingly, any services provided for hereunder may be performed by Stud Farm / officers, agents, and /or family members.

The balance of the boarding fee, plus any unpaid boarding and associated fees

and expenses shall be paid by the Mare Owner when the mare is picked up. An E service Certificate will not be released until all fees are paid.

Right of Lien herein below shall at all times apply insofar as monies owed Owner of Stallion and Bonner Hill Farms. 2 Of 4

Owner of Stallion agrees to execute all necessary documents of the registration of the offspring if foaled at Bonner Hill Farms.

Breeder's Certificates will not be issued until all fees and expenses incurred hereunder have been paid in full by Mare Owner. All fees associated with registration and breeder's certificates will be passed on to the owner of the mare

Health and Other Requirements

Upon arrival, all mares shall be accompanied by:

- a. Health certificate indicating current vaccinations
- b. A negative Coggins test within the previous 6 months; and,
- c. A Veterinarian Certificate of Reproductive History if any.
- d. Mares arriving at farm for breeding without these documents will receive a reproductive exam, uterine cytology, and immunizations at the Mare Owners expense, by a licensed Veterinarian of Owner of Stallion choosing, and those expenses will be passed on to the mare owner.
- e. All mares are placed on a regular de-worming program upon arrival, and any related veterinarian expenses shall be paid by the Mare Owner.
- f. Mare Owner agrees to allow Owner of Stallion/Stud Farm to have a qualified Veterinarian check the mare for normal breeding conditions, and to perform such other veterinary services that Stud Farm/Owner of Stallion may deem necessary for the proper treatment and protection of the mare and/or foal at side. In the event Mare Owner fails to designate its veterinarian, then Owner of Stallion shall use the services of a licensed Veterinarian of its choice whose fees shall be paid by Mare Owner.
- g. Mare Owner is responsible for payment of all invoices for Veterinarian fees for services provided to mare within 14 days after they become due and payable as invoiced, and shall be billed and paid prior to the mare being picked up; and Right of Lien herein shall remain applicable.
- h. Mare Owner agrees to provide in writing any known health risks/circumstances which may be relevant to the care of its mare during the period of the performance of this contract.

Liability

Mare Owner agrees to assume all risk of injury, sickness, disease, theft, or death to said mare and/or foal at her side, except were caused by negligence of Owner of Stallion, his agents, officers, contractors, or employees.

This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees, or guests, while on Stud Farm premises. Mare Owner further agrees it has received and agrees to follow, and agrees to direct its agents, employees, or guests on Stud Farm premises to follow, any Stud Farm Rules and Regulations for conduct on its premises. _____ (Mare Owner Initials)

Indemnification

Mare Owner agrees to indemnify and hold Owner of Stallion harmless for any loss or injury due to acts of said

mare while on the premises of or under the control of Owner of Stallion, except were caused by the negligence of Owner of Stallion, its agents, officers, contractors, or employees.

In Event Mare Does Not Take and Become In-Foal

If the Mare does not take and become in-foal, the parties agree as follows:

Return Breeding

a. If a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again.

Live Foal

For the purposes of this Agreement, a live foal shall be one that stands and nurses (LFSN)

Live Foal Guarantee

Owner of Stallion gives a live foal guarantee. In the event a live foal, as defined above, does not result, Owner of Stallion will give a repeat breeding, as set forth herein below, When Stallion Owner is notified within seven days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owners mare. Either statement must be under the signature of a licensed Veterinarian.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of all vaccinations needed at 3,5,7, and 9 months of pregnancy, regular, 8-week de-worming's, nutrition adequacy and that the mare was kept off fescue pasture or hay within the 90 days prior to foaling.

If Stallion Unable to Re-Service

In the event the stallion is not able to re-service said mare all monies paid by Mare Owner for the previous service, not including booking fee,

boarding fees and veterinarian expenses, shall be refunded to Mare Owner.

Death or Unfitness of Stallion, or Mare

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said stallion or mare dies or becomes unfit for service, as declared in writing by a licensed Veterinarian, in that event, this Agreement shall become null, and void and all monies paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded.

Assignment, Transfer

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party.

Failure to Deliver Mare on Rebreding

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then all fees paid shall not be refundable and this contract is hereby cancelled.

Default

Either party may terminate this Agreement for failure of the other party to meet any material terms of this

Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred because of said default.

Right of Lien

Owner of Stallion has and may assert and exercise a Right of Lien, as provided for in the laws of the State of Pennsylvania, for any amount due for the board and keep of the mare, and for any storage charges due hereunder, and Mare Owner further agrees Owner of Stallion shall have the right, without process of law, to attach a lien to said mare after two months of nonpayment or partial payment and Owner of Stallion can then sell mare to recover its loss.

Captions, Headings

Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this agreement.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties.

Dated: _____

Owner of Stallion _____ (Signature)

Address: _16 Elkshead Terrace Trenton, N.J. 08620 _____

Mare Owner _____ (Signature)

Address: _____