

**OHIO PINE VIEW FARMS LLC  
4502 BUTTERBRIDGE ROAD  
NORTH LAWRENCE, OHIO 44666**

**PHONE: 740-815-3545  
FAX: 330-854-9437**

## **WINNIES WILLY**

This contract dated \_\_\_\_\_ is between ("Mare Owner") \_\_\_\_\_ and Ohio Pine View Farms LLC ("Breeder").

One service to **Winnies Willy** ("Stallion") for the ("Mare") \_\_\_\_\_ Reg. # \_\_\_\_\_ Breed \_\_\_\_\_ for the 2010 season at \_\_\_\_\_

\_\_\_\_\_ Carry \_\_\_\_\_ Embryo Transfer (# of embryos)

\_\_\_\_\_ Wet \_\_\_\_\_ Dry

**1. Fees and Expenses:**

- a. **Charges:** A booking fee of \$ \_\_\_\_\_ is due with signed contract. Balance of the stud fee \$ \_\_\_\_\_ is due before or when mare arrives at farm. Should more than one embryo result from breeding, mare owner must pay an additional Stud Fee. There is a Chute Fee of \_\_\_\_\_ payable prior to breeding.
- b. **On Farm Breeding Expenses:** Boarding, farrier and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Veterinarian expenses will be billed separately and must be paid directly to the veterinarian. To allow Breeder sufficient time to prepare the final billing statement, the Breeder requires 48 hours advance notice when the Mare Owner wishes to remove the Mare from the farm.
- c. **Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received. In the event that the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare. Visa and MasterCard are accepted, **there is a 3.5% Service Fee for Credit Cards.**

**2. Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

**3. Farm Breeders Condition and Treatment:**

- a. The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition, is free from infection and disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this agreement. Prior to arrival at the breeding farm, mare must have a veterinarian's health certificate including worming, and immunization records, and current Coggins test. Influenza, Rhinopneumonitis and **EVA\*** vaccines must be given before the mare arrives. If these documents are not presented upon the mare's arrival, the breeder shall have the attending veterinarian make proper tests and evaluations at the mare owner's expense. **(\*You must have documentation of the EVA vaccine from your veterinarian or documentation of either a positive or negative EVA test from an approved laboratory 30 days prior to arrival on the farm.)**
- b. Breeding Method for on farm mares is at the sole discretion of the breeder and the attending veterinarian. The breeder agrees to diligently try to settle the mare, however if the mare should not settle, the breeder shall be held harmless.
- c. A mare deemed not in sound breeding condition by the attending veterinarian shall not be bred. In such a case, the mare owner may substitute another mare within the same breeding season.

**4. Farm Waiver of Liability:** Mare owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that the breeder services. The breeder will exercise reasonable care in caring for and supervising said horses. Other than as provided in this agreement, the Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal or foal in-utero is the sole responsibility of the mare owner.

**5. Breeding Season:** For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1<sup>st</sup> and close July 1<sup>st</sup> of the year on this agreement.

**6. Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a \$250.00 chute fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. The Breeder does not guarantee a live foal for any Mare leaving Breeder's Farm unless and until such Mare has been ultrasound thirty (30) days safe in foal by the attending veterinarian. The Breeder may require that

the re-breeding be preformed at the Breeder's facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.

7. **Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. Ohio Pine View Farms LLC strongly recommends the purchase of embryo insurance
8. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Ohio Pine View Farms LLC that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc).
9. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation , which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
10. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. If another stallion is not available, this contract will become null and void, the Stud Fee will be refunded to the Mare Owner and the parties to this agreement will be released form any further rights, obligations or liabilities hereunder.
11. **Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
12. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

Insurance Co. Name: \_\_\_\_\_ Policy# \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

**Mare Owner Information:**

**Breeding Farm: Ohio Pine View Farms**

\_\_\_\_\_  
Mare Owner/Agent Signature

\_\_\_\_\_  
Agent for Stallion Owner

\_\_\_\_\_  
Daytime Phone                      Cell Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip