

Dennis Bontrager  
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Middlebury, IN 46540



Premier Acres

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**Breeding Contract**

Owner of Mare \_\_\_\_\_ Home Ph \_\_\_\_\_ Cell \_\_\_\_\_  
Billing Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Email Address \_\_\_\_\_ Work Phone \_\_\_\_\_  
Name of Mare \_\_\_\_\_ Color \_\_\_\_\_ Year Foaled \_\_\_\_\_  
Tattoo \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_  
Is Mare: Maiden \_\_\_\_\_ Open \_\_\_\_\_ In foal \_\_\_\_\_ To What Sire \_\_\_\_\_ Due Date \_\_\_\_\_  
Semen Shipped? \_\_\_\_\_ (Acct. #) FEDEX \_\_\_\_\_ UPS \_\_\_\_\_  
Name of Shipping Account \_\_\_\_\_ Name of Vet \_\_\_\_\_  
Vet Address \_\_\_\_\_ Phone \_\_\_\_\_

a) Purchaser agrees to purchase a breeding nomination to **YOU KNOW YOU DO** the standardbred stallion, and as payment in full purchaser agrees to pay the sum of \$ 4000 to Premier Acres.

b) Premier Acres charges a non refundable collection and insemination fee for each cover. There may also be charges for semen transportation. These fees are to be collected by Premier Acres.

c) Each mare shall be book specifically by name and the booking may not be transferred to another mare without prior written approval of Premier Acres.

d) Premier Acres, its agents, employees, and the owners of the stallion shall not be liable for injury, death or disability suffered by any mare from any cause whatsoever, while in its custody and control or while on the farm, and the owner specifically assents to such condition and waives all claims for damages resulting from any injury, death or disability.

e) The service fee is due and payable when the mare produces a live foal or ownership thereof changes, whichever comes first. A live foal is one that is able to stand up alone and nurse. The Purchaser grants that the Seller has the right to apply a 1 1/2% monthly service charge to any balance over 30 day outstanding. If the mare fails to produce a live foal, a Service Fee paid in advance will be refunded upon receipt of a certificate from a veterinarian stating specifically that the mare has been pronounced barren after leaving Premier Acres no later than thirty days after foaling. In the event the mare is sold the Service Fee, if unpaid, shall immediately become due and payable and no refund shall be due to any person, under any circumstances.

f) All charges, including, semen collection, insemination, semen shipping, foaling fees, board, etc., are due and payable monthly to Premier Acres by owner of the mare within fifteen (15) days after receipt of the monthly statement. A 1 1/2% monthly service charge will be added to any balance over 30 days. Premier Acres may, as its option, required that any outstanding amount be paid to it before the mare is bred or removed from the farm. Mating certificates will not be released until all obligations owed are paid.

g) In order to secure payment of the Service Fee, Purchaser hereby grants to Seller and Seller hereby retains a security interest in and to the foal to be produced, whether in utero or after birth, the mating certificate applicable to said breeding, and any and all registration papers applicable to said foal until all obligations of Purchaser(s) to Seller hereunder are performed in full. Purchaser further appoints Seller, or his designee, as Purchaser's attorney in fact for the purpose of executing on Purchaser's behalf and filing such financing statement (UCC-1 or equivalent) as Seller may deem appropriate covering Purchaser's interest in said foal, the mating certificate and any and all registrations applicable to the foal. Purchaser(s) agrees the Seller is entitled to retain or procure possession of such certificates to secure performance of the obligations of this Agreement by Purchaser (s).

h) In the event legal assistance is required to collect charges accruing hereunder, all expenses, including reasonable attorney fees, incurred by Premier Acres shall be borne by the undersigned Purchaser(s).

i) In the event the Stallion is removed from Premier Acres or in any manner becomes unfit for breeding before serving the mare, or if the mare dies or otherwise becomes unfit to be bred, this contract is and shall be null and void.

j) Premier Acres reserves the right, in its sole discretion to reject any mare that is i) not in good condition; ii) vicious or unmanageable; iii) non-standard; iv) not properly registered by the United States Trotting Association. A barren mare or one foaled under suspicious circumstances will not be bred until cultured and found free of any genital tract infection. After such test are performed, a reasonable time for completion shall be allowed. Blind mares are not accepted.

k) The mare must have proof of a negative Coggins test for Equine infectious Anemia (swamp fever). A certificate that the mare was tested 30 day prior to her arrival at Premier Acres must accompany the mare.

l) EACH MARE SENT TO PREMIER ACRES MUST HAVE IDENTIFICATION TAG ON THE HALTER. All breeding dates of Premier Acres breeding season shall be determined solely by Premier Acres.

m) In the event the Nomination is purchased by two or more entitles, such Purchaser(s) hereby agree and acknowledge that this agreement is a joint and several obligations, each being jointly, as well as severally indebted to Premier Acres for the Service Fee, and any and all other amounts due hereunder.

n) In the event this agreement is executed by an agent of the owner, authorized or otherwise, such agent hereby unconditionally guarantees the full and prompt payment of the Service Fee and any and all other amounts due hereunder, as well as performed of all other obligations hereunder.

o) This Agreement and the application or construction thereof, shall be governed exclusively by its term and by the laws of the States of Indiana. Any disagreements, contests, or lawsuits arising out of or relating to this Agreement shall be bought within the courts of the State of Indiana and Purchaser(s) agrees to submit to the jurisdiction and venue of the counts of the State of Indiana.

p) Under Indiana Law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks that you voluntarily accepts if you participate in farm activities.

q) This Agreement can be canceled without notice if the above named mare has not been bred and purchaser has not contacted Premier Acres by April 30,

Signed \_\_\_\_\_ Date of Contract \_\_\_\_\_ (Purchaser)

Signed \_\_\_\_\_ Date of Contract \_\_\_\_\_ (Seller)

Premier Acres (Farm Manager)

**Please Read Carefully - Sign and Return**