



Leatherstocking Equine Center
 117 County Hwy 17, New Berlin, NY 13411
 Tel# (607) 847-9996 * Fax# (607) 847-9994
 www.leatherstockingvet.com

2018 Breeding Service Contract

Leatherstocking Equine Center, hereinafter referred to as "LEC", does hereby agree to provide services to:

Mare Name: _____ ("Mare") **FB/Tattoo#** _____ **Year Foaled:** _____
Sire: _____ **Dam:** _____ **Dam's Sire:** _____
Stallion Booked To: _____ ("Stallion") **Service Fee:** _____
Owner: _____ ("Owner") **E-Mail:** _____ **Fax:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Home Ph: _____ **Mobile Ph:** _____ **Fax:** _____

Health Information

Maiden ... **Barren** ... **In foal** ... **Due Date:** _____ **Foal at Side** ... **Date Foaled:** _____

Was she bred in 2016? _____ **Did she produce a live foal in 2017?** _____

Was she bred in 2017? _____ **Last breed date:** _____ **To what stallion:** _____

Has she ever aborted? _____ **When?** _____ **Does she need Regumate?** _____ **Caslick?** _____

Has the mare ever had any reproductive problems? Explain. _____

How will Mare be bred? At LEC ... (at a rate of \$20.00/day for mare, \$5.00/day for foal)

Ship Overnight ... (at a rate of \$150.00 per shipment)

Trailer Bred ... (at a rate of \$50.00 per insemination)

Semen pick-up ... (\$55.00 packaging fee per shipment) (+\$30.00 for shipping box)

All shipment or insemination charges are to be paid for at time of service. Refer to the 2018 Breeding Shed Policies for additional details.

If boarding at LEC please complete the following:

Date of Coggins: _____ **EWT:** _____ **Rhino:** _____ **Flu:** _____ **Rabies:** _____

Strangles: _____ **West Nile:** _____ **Other Vac:** _____ **Wormed:** _____

Insurance Co. (if applicable): _____ **Telephone:** _____ **Policy No:** _____

TERMS AND CONDITIONS ARE ON REVERSE SIDE

Contract must be signed on reverse side

Terms and Conditions

1) This Contract relates exclusively to the Mare specifically named and described above, which description the undersigned certifies to be true and complete. This Contract is valid only for the Mare and Owner named and may not be transferred without the express written consent of Leatherstocking Equine Center ("LEC"). Owner/Agent is contracting to breed the Mare to the above referenced Stallion to produce only one foal which can be registered from the 2018 breeding season.

- 2) The Mare must be a Standardbred and registered with the U.S.T.A. and must be accompanied by a negative Coggins (EIA) test taken within 12 months prior to her arrival at LEC. Owner will also provide proof of vaccination against equine rhinopneumonitis, rabies, tetanus, and Eastern and Western encephalomyelitis within the last 6 months. If not, vaccinations will be brought up to date at Owner's expense, upon arrival at the farm. Also, LEC reserves the right to test all mares for infection, by cervical swab or otherwise, as LEC's veterinarian deems proper, including ultrasound tests, all of which shall be at the expense of Owner, and Owner hereby consents to the same. LEC reserves the right to reject any animals it deems unfit, unmanageable, or vicious. Under such circumstances, LEC shall have the right to cancel this breeding contract, without any liability whatsoever and return the Mare to Owner at Owner's expense within 24 hours of notification of Owner. Owner/Agent warrants that the Mare is not blind, chronically lame, infected, vicious, or unmanageable.
- 3) All invoiced charges are to be paid by Owner on or before the 20th day of the succeeding month. The undersigned Owner agrees to pay LEC interest at the rate of 18% per year on any and all accounts (or portion thereof) not paid within 30 days of the statement date. In the event that all or a portion of Owner's account remains unpaid for a period of 90 days or more, LEC reserves the right to transfer ownership of the Mare, and/or her foal, if applicable, to LEC.
- 4) If the Stallion shall in any way become unfit for service before serving the Mare, or if the Mare should otherwise become unfit to be bred, supported by a veterinary certificate, this Contract shall be deemed null and void. Owner shall immediately notify LEC in writing if the Mare dies or otherwise becomes unfit to be bred.
- 5) **The service fee is due and payable when the Mare has a live foal. A live foal is hereby defined as a foal that is able to stand up and nurse. Unless otherwise waived in writing by LEC, the service fee will also be due and payable immediately if the Mare, or her recipient mare, is leased, offered for sale, or if there is a change in ownership of the Mare, or her recipient mare, prior to the delivery of a live foal. In addition, LEC, at its option, may require the service fee to be paid before the Mare, or her recipient mare, leaves the farm or immediately upon demand if LEC determines that timely payment may be in jeopardy.** The mating certificate for the Mare shall not be issued until all monetary charges due (including, but not limited to, board and care charges) to LEC from the undersigned Owner/Agent have been paid in full. In addition, only one mating certificate will be issued per contract, except in the case of single birth twins, of which LEC must be notified, in writing by a qualified veterinarian, within 10 days of birth. A prepaid service fee will be refunded provided the claim of no live foal is made in writing and accompanied by a veterinary statement and the original mating certificate. There shall be no return privilege in the event a live foal does not result from this mating.
- 6) The Owner/Agent certifies that he/she is familiar with the current rules regarding registration and stakes nomination which govern foals resulting from this breeding. Owner further acknowledges that these rules may be changed by various governing bodies in the Standardbred Industry prior to the time the offspring from this mating is eligible for registration or stakes nomination. The Owner/Agent has requested the Mare be bred under the terms and conditions outlined in this Contract, and agree that the terms and conditions will not be changed. In the event the terms and conditions of this Contract are violated by Owner/Agent, LEC has the right to deny the issuance of the mating certificate, and Owner/Agent remains financially responsible for the service fee. Further, the Owner/Agent waives all right to bring any claim or cause of action against LEC for any reason.
- 7) In the event that LEC deems it necessary to retain legal counsel or to incur any expense for the purpose of collecting any sum due from Owner under this Contract, there shall become due immediately from Owner attorney's fees and all costs and expenses of collection or other legal action. Said attorney's fees or other costs of collection shall be in addition to all other sums due pursuant to this Contract and shall be deemed part of Owner's indebtedness hereunder.
- 8) Owner waives any and all claim for damages directly resulting from infection, fire, illness, injury or death of the Mare or its unborn foal, foal at side, weanling or yearling; and LEC, the owner of the Stallion, and any agents, servants or employees of LEC are hereby released from liability for the same. Owner acknowledges that it is the custom and practice in the horse breeding and boarding business that all risk of death, sickness, or injury from any source whatsoever to any mare, foal, weanling, and yearling, are assumed SOLELY by the Owner.
- 9) LEC shall determine the opening and closing of the breeding season.
- 10) There shall be no modification, waiver, amendment, cancellation or abandonment of any of these terms or of the Contract unless the same is in writing and signed by the parties.
- 11) A waiver of any terms or conditions provided in this Contract, on one or more occasions shall not be deemed a continuing waiver, and all of the terms and conditions of this Contract shall remain in full force and effect.
- 12) The Owner/Agent and LEC agree that any suit, action, or proceeding, whether claim or counterclaim brought by LEC or Owner on or with respect to this Contract or any other document or the dealings of the parties with respect hereto or thereto shall be tried only by a court and not by a jury. Each of the parties hereto knowingly, voluntarily, and intentionally waives any right to a trial by jury in any such suit, action or proceeding. Owner/Agent further waives any right it may have to claim or recover in any such suit, action or proceeding any special, exemplary, punitive or consequential or other damages other than or in addition to actual damages. The Owner/Agent acknowledges and agrees that this provision is a specific and material aspect of this Contract, and that LEC would not enter into this Contract if the waiver set forth in this section were not a part of this Contract.
- 13) This Contract and the application or construction thereof, shall be governed exclusively by its terms and by the laws of the State of New York, or elsewhere as determined by LEC. Any disagreements, contest, or lawsuits arising out of or relating to this Contract shall be brought in the courts within the State of New York, or elsewhere as determined by LEC. The parties agree that service of process may be affected by certified or registered mail, return receipt requested, or by regular mail if certified or registered mail is refused.
- 14) All amounts due under this Contract, shall be paid in United States currency, bank or certified check approved by LEC.
- 15) If a single owner signs this Contract, when there are multiple owners of the Mare, the terms and conditions of this Contract will bind all such owners.
- 16) Persons acting as Agents must file notarized letters of authorization from the Owner stating that the Agent is acting on his/her behalf and that said Owner will be responsible for all expenses incurred. Failure to comply with this condition will impose personal and financial liability upon such Agent with respect to all matters related to this Contract.

Upon approval by LEC this document becomes a binding contract for the 2018 breeding season between LEC and the Owner of the Mare known as, _____ to be bred to the Stallion, _____.

Owner's signature: _____ Date: _____ Owner's printed name: _____

Office Use Only	
Date Sent: _____	Date Received: _____
Approved By: _____	Date: _____