

Victory Hill Farm, Inc.

0990 N. 200 E. LaGrange, IN. 46761

PH 260-463-2442 FAX 260-463-8181

2010 BREEDING CONTRACT – ALWAYS A VIRGIN

Owner of Mare _____ Home Phone _____ Work _____

Billing Address _____ City/State/Zip _____

Credit Card -MC, Visa, Discover # _____ Exp _____ Security Code _____

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 on shipping account _____ Name of Vet _____

Vet address _____ Phone _____

Is Mare Difficult to Handle? _____ Comments _____

- a) Purchaser agrees to purchase a breeding nomination to the standardbred stallion, and as payment in full purchaser agrees to pay the sum of \$3,500.00 to Bluestone Farms, L.L.C.
- b) Victory Hill Farm Inc. 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 Victory Hill Farm Inc..
- c) Each mare shall be booked specifically by name and the booking may not be transferred to another mare without prior written approval of Victory Hill Farm Inc..
- d) Victory Hill Farm Inc., 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 such injury, death or disability.
- e) The Service Fee is due and payable when the mare produces a live foal or ownership thereof changes, which ever comes first. A live foal is one that is able to stand up alone and nurse. A 1 ½ % monthly service charge will be added to any balance over 30 days 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 Victory Hill Farm Inc. 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 transportation, insemination, semen shipping and delivery fees, veterinary fees, board, etc., are due and payable monthly to Victory Hill Farm Inc. by the owner of the mare within fifteen (15) days after receipt of the monthly statement. A 1 ½ % monthly service charge will be added to any balance over 30 days. Victory Hill Farm Inc. 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 hereunder 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 Victory Hill Farm Inc. shall be borne by the undersigned Purchaser(s).
- i) In the event the Stallion is removed from Victory Hill Farm Inc. 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) Victory Hill Farm Inc reserves the right, in its sole discretion, to reject any mare the is i) not in good condition; ii) vicious or unmanageable; iii) non-standard; or 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 tests are performed, a reasonable time for completion shall be allowed. Blind mares will not be 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 within 30 days prior to her arrival at Victory Hill Farm Inc. must accompany the mare.
- l) EACH MARE SENT TO VICTORY HILL FARM INC. MUST HAVE AN IDENTIFICATION TAG ON THE HALTER. All breeding dates of the Victory Hill Farm Inc. breeding season shall be determined solely by Victory Hill Farm Inc..
- m) In the event the Nomination is purchased by two or more entities, 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 Victory Hill Farm Inc 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 terms and by the laws of the State of Indiana. Any disagreements, contests, or lawsuits arising out of or relating to this Agreement shall be brought within the courts of the State of Indiana and Purchaser(s) agrees to submit to the jurisdiction and venue of the courts 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 of injury that you voluntarily accept if you participate in farm animal activities.

Date of Contract _____ Signed _____ (Purchaser)

Victory Hill Farm Inc. (Seller) By: _____ (Farm Manager)

Please Read Carefully - Sign and Return