

# DEALISADEAL FARM BREEDING CONTRACT

1. Parties. This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Dealisadeal Farm, 4622 Whiskey Rd. Aiken, SC 29803 and:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ zip \_\_\_\_\_

Home phone \_\_\_\_\_ Farm/business phone \_\_\_\_\_

Cell phone \_\_\_\_\_

Farm name and address if different: \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Horse. This contract pertains to the horse (hereafter "the horse" or "the mare"):

Name of horse \_\_\_\_\_ Breed \_\_\_\_\_

Registration number \_\_\_\_\_ Date foaled \_\_\_\_\_

color \_\_\_\_\_ sex \_\_\_\_\_

Sire \_\_\_\_\_ Dam \_\_\_\_\_

Insurance carrier \_\_\_\_\_ Amount \_\_\_\_\_ expires \_\_\_\_\_

3. Ownership. Customer

\_\_\_\_\_ manages the horse

\_\_\_\_\_ has full ownership

\_\_\_\_\_ leases the horse

Full registration and title are held by:

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

4. Daily Board. Customer agrees to pay \$ \_\_\_\_\_ per day(with foal at side) or \$ \_\_\_\_\_ (mare only)for board while at Dealisadeal Farm.

## BREEDING TERMS AND CONDITIONS

5. BREEDING. Customer contracts to breed this mare to Guaton, standing at Dealisadeal Farm during the 20\_\_\_\_ breeding season. The stud fee shall be \$ \_\_\_\_\_ with a non-refundable booking fee of \$ \_\_\_\_\_ for this breeding, payable upon execution of this contract.

The balance shall be paid up front and before Mare arrives at Dealisadeal Farm and before cover. Dealisadeal Farm will execute registration papers for the resulting foal only when the entire balance is paid in full.

Mare's pre-breeding evaluation: The mare owner will provide Dealisadeal Farm a current negative uterine culture certificate before any services are made. Should a mare fail to conceive on two (2) cycles, Dealisadeal Farm may require additional tests to be done on the mare.

6. DEALISADEAL FARM STALLION BREEDING CREDITS. If a mare bred to Guaton fails to produce a live foal (one that stands and nurses), as certified in writing by a licensed veterinarian within 24 hours of such determination and provided to Dealisadeal Farm within 96 hours thereafter, Dealisadeal Farm will provide a rebreeding. If the mare is not covered, bred or delivers a live foal within three years, starting from January first of the year the contract was signed, the contract will be null and void and no refunds, breedings or fees will be returned to the mare owner. The non-refundable booking fee will be recharged if the contract is carried into the second year. The rebreeding is available for the same mare or a substitute approved by Dealisadeal Farm. If the stallion is not available to Dealisadeal Farm for rebreeding the following season, only the stud fee will be refunded to the mare owner minus the non-refundable booking fee.

7. PREGNANCY CHECK, REHANDLING FEE: Dealisadeal Farm shall be paid a non-refundable rehandling fee of \$\_\_\_\_\_ for any rebreeding (1) if the mare left Dealisadeal Farm's custody before being checked 60 days in foal, or (2) if the mare failed to conceive despite application of standard breeding practices for an entire season following arrival.

8. VACCINATION REQUIREMENT: No breeding guarantee or credit shall apply if a mare has not been vaccinated against rhinopneumonitis (viral abort) during the fifth, seventh, and nine months of pregnancy, and the mare aborts due to rhinopneumonitis in which case customer shall pay entire stud fee and will not be entitled to any rebreeding credit or credit of any kind.

## SERVICE PROGRAM

9. Additional services. As requested or required, Dealisadeal Farm shall also provide the following services when reasonable or convenient to do so, at the following rates that are subject to change without prior notice:

Veterinary fees (services), blacksmith services, and incidental out of pocket expenses, as billed. Halter breaking, \$\_\_\_\_\_ Foaling fee \$\_\_\_\_\_. If verbal or written agreement for foaling is committed to by the mare owner, the foaling fee is due before the mare foals.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION. Dealisadeal Farm and its affiliates, agents and employees shall not be liable for sickness, disease, astray, theft, death or injury that may be suffered by the horse while in Dealisadeal Farm Custody, nor for any other loss, damages or injury arising out of or connected with breeding, boarding, training or other services pursuant to this contract, except as required by law. Customer fully understands, authorizes, and assumes the special risk inherent in training, breeding and transporting horses, and acknowledges that mortality and other insurance is solely customer's responsibility. All implied warranties, including fitness, merchantability, or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall the customer's remedy exceed the amount of the fee paid for the service complained of. Dealisadeal Farm shall also not be liable for any personal injury or disability which the customer or his/her agents, representatives or family may receive while on Dealisadeal Farm's property except as required by law. Customer agrees to indemnify and hold Dealisadeal Farm harmless from any claim related to damages, illness or injury caused by the horse, and agrees to pay all expenses and attorney's fees incurred by Dealisadeal Farm in defending such claims.

11. ACCEPTANCE. This contract is not effective until approved and executed by Dealisadeal Farm, which reserves the right to reject any horse at its own discretion, and to return any unruly horse at the Customer's expense. All service programs are subject to availability and Dealisadeal Farm reserves the right to discontinue any service program.

12. VACCINATIONS. Customer warrants the horse is free of all communicable diseases upon delivery to Dealisadeal Farm. On or prior to arrival, the customer shall provide a copy of current vaccinations for Rhino, Equine Influenza, Eastern/Western, Tetanus and West Nile Virus. Also required is a negative Coggins test performed within 12 months prior to arrival. If the horse arrives without records of such vaccinations and coggins test, Dealisadeal Farm will provide the vaccinations and test at the customers expense or may choose not to accept the horse. THE HORSE MUST BE DEWORMED 48 HOURS WITH IVERMECTIN PRIOR TO ITS ARRIVAL AT DEALISADEAL FARM. If said horse is not dewormed 48 hours prior to arrival, the horse will be dewormed at arrival at customers expense.

13. VETERINARY CARE. Dealisadeal Farm is authorized to maintain and provide vaccinations, coggins test, hoof care and deworming, regular breeding cultures, and other veterinary needs, including emergency surgery, at its discretion, at customers expense.

If you want emergency surgery sign here \_\_\_\_\_

Limit to be spent \_\_\_\_\_.

14. FOALING FEE. Customer shall pay the foaling fee set forth in paragraph 9 if the mare foals while in Dealisadeal Farm custody, regardless of whether such services were requested.

15. BILLING. All bills should be paid and received 10 days of the billing date. Interest at the rate of 1 ½% per month shall be charged and paid on all balances unpaid and over due for thirty days. If customer fails to pay any amount due hereunder for more than thirty days, Dealisadeal Farm may immediately accelerate all other amounts due under this contract upon written notice to customer. All service program fees are subject to change upon thirty days prior notice.

16. RELEASE. Customer shall make arrangements with Dealisadeal Farm for the horses release at least 48 hours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations, and health certificates, whether through Dealisadeal Farm veterinarians or otherwise. Upon commencement of leading horse for shipment, the customer assumes all responsibility and release Dealisadeal Farm from any responsibility for the horses' health, soundness, breeding condition and transport and care.

17. LIEN. The customer agrees that all outstanding balances due for board breeding, veterinary care farrier work and all other fees, charges, and expenses pursuant to this contract shall be paid prior to Dealisadeal Farm's release of the horse. The customer grants Dealisadeal Farm a lien upon and security interest in the horse and any foal produced by a breeding at Dealisadeal Farm to secure payment of all obligations and amounts due under this contract. Dealisadeal Farm may, at any time until all the amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it believes the horse or foal to be kept, or where the customer resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement.

18. NONASSIGNABILITY. The customer may not assign any rights or delegate any duties under this contract with out the written consent of Dealisadeal Farm .

19. TERMINATION AND WAIVER. Services programs may be terminated by Dealisadeal Farm upon thirty days written notice, except in the event of a default or as provided by paragraph 18 above. Time is of the essence, and no delay or failure by Dealisadeal Farm to exercise any right shall be deemed a waiver of that right or remedy.

20. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, ATTORNEYS FEES. This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the contract. The invalidity or unenforceability of any term or provision shall not effect the validity or enforceability of the remainder. The contract shall be construed and governed by the laws of South Carolina. At Dealisadeal Farms option, jurisdiction and venue for all disputed connected with this contract shall be proper only in Aiken County, South Carolina. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and cost for such suit.

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Dealisadeal Farm signature

\_\_\_\_\_  
Customer print name

\_\_\_\_\_  
Date