

## Cielo Celeste Farm

### Stallion Service and/or Boarding Contract Live Foal/Return

The undersigned **MARE OWNER** and **STALLION OWNER** agree to breed the following mare to the stallion **COLONELS GOTASPOW AQHA # 4,612,507 APHA #250,518** in the **2009 season**

Mare's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sire: \_\_\_\_\_ Dam: \_\_\_\_\_ Registration #: \_\_\_\_\_

Barren/Maiden/Slipped: \_\_\_\_\_ Last Breeding Date: \_\_\_\_\_  
Sire of foal: \_\_\_\_\_ Date of foaling: \_\_\_\_\_ Last date wormed: \_\_\_\_\_  
Date and type of last vaccinations: \_\_\_\_\_

on the following terms and conditions:

1. A non-refundable booking fee of **\$500.00** per mare is due and payable at signing of the contract.
2. In addition to the booking fee above specified. Mare Owner promises to pay Stallion Owner before departure from Cielo Celeste Farm, the sum of **\$750.00** as a non-refundable service fee for each mare bred. If the mare does not produce a live foal that stands and nurses without assistance a return breeding for the same mare or an approved substitute shall be available for the following year only. A veterinarian's certificate attesting to such conditions shall be submitted to Cielo Celeste Farm within seven (7) days of foaling to obtain return breeding.
3. This is a **LIVE FOAL GUARENTEE**. This guarantee means that the resulting foal stands and nurses. The Mare Owner must pay all board and/or veterinary charges if mare returned for a re-breeding. This agreement cannot be assigned by the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by stallion.
4. Monthly invoices will be issued for all charges other than the stud fee. Such invoices are payable upon receipt.
5. All mares must be barefoot. Cielo Celeste Farm is authorized to remove shoes and have the farrier trim the mare if not properly prepared before arrival.
6. Conditions: Stallion service will be provided to only healthy mares in sound breeding condition, determined by a veterinarian acceptable to Cielo Celeste Farm. Cielo Celeste Farm requires the mare owner's veterinarian to submit a current negative intrauterine culture certificate (within 60 days) and certify the immunization for equine rhinopneumonitis (equine herpes type I) have been kept current. In the event that several mares cycle at the same time, Cielo Celeste Farm's veterinarian will artificially inseminate all mares and the charges for this procedure will be split between mare owners.
7. Stallion Owner hereby releases Mare Owner and Cielo Celeste Farm of any liability for any sickness, disease, accident, injury, or loss of the stallion while in the care, custody and control of Cielo Celeste Farm or arising out of the conditions or acts of the mare(s). The Mare Owner hereby releases Stallion Owner and Cielo Celeste Farm of any liability for sickness, disease, accident, injury or loss of any mare or any foal while in the care, custody and control of Stallion Owner and/or Cielo Celeste Farm or while in transportation provided by either. Stallion Owner assumes all risk of loss or damage to the stallion and Mare Owner assumes all risk or loss or damage to the mare and foal, each will insure against any such loss at his/her discretion. Neither Stallion Owner or Cielo Celeste Farm shall be responsible for providing veterinarian care or treatment in case of sickness, disease, or injury of mare however, such veterinarian care and/or treatment may be provided by either at their sole discretion and all charges and expenses thereof shall be paid by Mare Owner.
8. Stallion Owner is under no obligation to cover a mare which is deemed to be in unfit breeding condition, such determination to be made at the sole discretion of Cielo Celeste Farm. Stallion Owner reserves the right to return to the Mare Owner any unfit mare without further obligation, in such event, deliver at the Cielo Celeste Farm shall be sufficient and Mare Owner agrees to accept delivery there promptly upon notification.
9. Mare care charges will vary, please call CCF for current charges as this changes with feed costs. Farrier and/or veterinary services furnished any mare and/or foal, which shall be billed on or about the first of each month and due within fifteen (15) days of the statement date. However, provided that if any mare or foal is to be removed from possession of Cielo Celeste Farm all such amounts have been paid in full prior to removal. In the event that Mare Owner does not pay the charges billed to him/her within fifteen (15) days of the statement date, or in the event Mare Owner does not pay the service fee, a penalty of 10% of any such delinquent amounts per month or portion therefore shall be imposed until all such delinquent amounts are paid in full. Any legal action shall be by Arbitration.
10. Security Interest. In addition to any statutory liens to which the Stallion Owner may be entitled, to secure to the Stallion Owner the payment of all amounts due under this Agreement. Mare Owner hereby grants to Stallion Owner a security interest in and to the Mare, and to any foal, in utero and after birth, and in the Stallion Service Certificate issuable by the Stallion

Owner for registration of such foal, as well as a security interest in any other Stallion Service Certificate in the possession of the Farm in which the Mare Owner may have an interest. The Stallion Owner shall be entitled to retain possession of the Mare, and any foal produced by the Mare, and the Stallion Certificate or Certificates, to perfect its security interest therein, until all sums owing to Cielo Celeste Farm are paid in full. Stallion Owner may also notify the breed associations of its security interest in the Mare, any such foal, and/or any such Stallion Service Certificate. Upon request, Mare Owner shall execute UCC financing statements with respect to such Mare, or any such foal, or any such certificate. Mare Owner hereby makes and constitutes Stallion Owner as its agent and attorney-in-fact to execute and file UCC financing statements showing the lien herein created, and sales and consignment agreement, on behalf of Mare Owner, as debtor, and authorizes the Stallion Owner to execute and file such financing statements at any time without notice to Mare Owner, and to sell the collateral described therein. If the Mare Owner defaults in payment in full of the Service Fee and said default continues until the birth of the foal, Mare Owner hereby consents to the issuance of the Stallion Service Certificate in the name of Stallion Owner or its principal and to registration of the foal with the breed association by the Stallion Owner as his agent, in the name of the Stallion Owner for its principal. The agency created by this agreement is couple with an interest and is irrevocable. Stallion Owner or its principal has the right to take possession of the foal and sell the same in order to satisfy the amount owned hereunder.

11. Stallion Owner shall furnish Mare Owner with a Stallion Service Certificate only upon payment of the service fee and all other fees and charges for both the Stallion Owner and Cielo Celeste Farm.
12. Stallion Owner and Cielo Celeste Farm may, without liability, ship any mare and/or foal to Mare Owner, upon oral request by or oral notification to, Mare Owner, by any reasonable mode of transportation selected by Stallion Owner or Cielo Celeste Farm; in any such case, delivery to Mare Owner shall be deemed to have occurred when the mare and/or foal is delivered to the shipper or common carrier.
13. In the event that any legal action is initiated by either party to this contact concerning provisions hereof, the following shall govern:
  - a. Any litigation shall be performed by Arbitration
  - b. Any such action shall be brought in the Justice court of the Solvang Judicial District or the Superior Court of Santa Barbara County, and the parties hereto agree to subject themselves to the jurisdiction of whichever of said courts is appropriate.
14. This contract is not assignable or transferable from Mare Owner to any other party without prior express written approval of Stallion Owner. No substitution of any mare may be made without prior written approval of the Stallion Owner. The provisions of this contract shall apply to any and all mares, foals, or horses which are boarded at Cielo Celeste Farm by this owner now or in the future.
15. This agreement shall be null and void and the Mare Owner shall be entitled to a refund of the booking and service fees paid if the stallion should die or become unfit for service prior to servicing the mare in the present breeding season.
16. Guarantee of Payment. If the individual signing this Agreement as "Mare Owner" signs in a representative capacity (e.g. as partner or agent) such individual (a) represents that he or she has the authority to bind the principal and (b) shall be liable in any event for the duties and obligations of the Owner hereunder.

Executed on

MARE OWNER:

STALLION OWNER:

Print Name	Print Name
Signature	Signature
Address	Address
City State Zip	City State Zip
Telephone Number	Telephone Number

CIELO CLESTE FARM

By: \_\_\_\_\_