

contagious or transmittable disease and to provide a copy of registration papers (both sides), a veterinarian's health certificate, upon delivery of mare to breeding farm.

5. Breeders will care for the mare and/or foal with all reasonable care. Mare Owner gives Breeder permission to have the mare treated by the licensed Veterinarian and have normal veterinary services performed for anything which might insure Mare and or Foal's well being by either Breeder or Breeder's Veterinarian deemed necessary for injury or illness at the Mare Owner's expense.

6. Board rates at JMB ranch are as follows: \$5.00/day for a dry mare, \$6.00/day for a wet mare. Any special veterinary services or special feeding programs other than the usual feeding program of oats/corn/barley and alfalfa or grass hay shall be specified in writing by the Mare Owner and be at Mare Owner's expense or supplied by Mare Owner.

7. Any mare found not to be in sound breeding condition shall not be bred. A Mare Owner may substitute another mare registered in his name that breeding season, subject to the same conditions.

8. The Breeder agrees to diligently try to settle the above named Mare and shall have sole discretion of determining the best method of breeding the mare. However, if the Mare does not settle, the Breeder shall be held harmless. (Mares being covered by shipped semen may be required to be brought to the farm if after three shipments they do not settle.)

9. The Stallion Owner guarantees a live foal for the Breeding contract herein. Live Foal is defined as a foal that stands and nurses without assistance. Should the mare prove to not be in foal in the year bred, or should the foal not stand and nurse without assistance, Mare Owner shall notify Breeder in writing within one week of foaling date (or the date Mare proves to not be in foal or loses her foal.) Such notice shall be accompanied by a written statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been lost as defined above. Under the foregoing circumstances and upon receipt of the specified notice and the original Stallion Breeding Contract, it is agreed that the Stallion Owner shall provide to the Mare Owner for a handling fee of \$100.00 a return breeding the next year only, and to the same Mare originally booked, subject to the same conditions of this contract. If Mare Owner fails to deliver the Mare for rebreed the following year, then any and all fees shall not be refundable; the right to rebreed is canceled and the Stallion Owners are released from any further obligation what so ever.

10. Waiver of liability. It is understood that the breeding farm, its owner, employees, veterinarians and guests shall not be liable for any injury, escape, disability, or death of Mare Owner/s Mare or Foal. The above named Mare Owner, whose horse(s) are under the care of JMB ranch will not be liable or responsible for any damage, injury or death to the breeding farm stallions, employees, veterinarians and guests, or other animals in the care of JMB ranch, whether or not caused by its orse/s.

11. The breeding season for this contract shall begin January 15th and close Sept 30 of the year covered by this contract

12. Should the above named mare die during the breeding season, then the Mare Owner may substitute another mare which he owns after the Breeder receives a written notification from a licensed veterinarian To the above named Stallion as agreed to by both Mare Owner and Breeder.

13. In the event the Stallion should die or become unfit for service before the mare is settled, the balance of the Stallion fee, if already paid, shall be refunded. All other incurred board and expenses shall be due and not refundable.

14. A Breeder's Certificate will be issued only after Mare Owner has notified Stallion Agent by phone or by writing that the Mare has produced a live foal and all bills on the mare have been paid. If the Mare Owner transfers ownership of the Mare before foaling, the Breeder's Certificate will be issued to the new Owner upon such transfer, when all conditions of this contract have been met to date.

15. JMB Ranch shall have a possessor lien on Mare and/or Foal for all unpaid bills. Mare Owners shall be responsible for reasonable attorney's fees and court costs if necessary to collect fees due hereunder.

16. This contract is not transferable or assignable. Multiple mare discounts are to be used by a sole owner and are non transferable from one mare owner to another.

17. Owner recorded on Mare's registration certificate will be recorded on the stallion breeding report.

18. When the above named Mare Owner signs and returns the booking fee and both copies of this contract for the Breeder to sign, it will then be a binding contract on both parties, subject to the above terms and conditions. This agreement shall be governed by the laws of the State of Utah and under the jurisdiction of Utah County.

Mare Owner _____ Date _____

Stallion Owner /Agent _____ Date _____
