

807 HOAGERBURGH RD.  
WALLKILL, NY 12589



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Jean@bluechipfarms.com

### 2012 BREEDING CONTRACT

NAME OF MARE: \_\_\_\_\_ Color \_\_\_\_\_ Year Foaled \_\_\_\_\_

STALLION BOOKED TO: DOMINO Breed Registry: \_\_\_\_\_ Tattoo/Registry No. \_\_\_\_\_

SERVICE FEE: \$2,500 due prior to shipment of semen or mare insemination. Payment entitles owner to two insemination doses. The two doses will be sent to the location stipulated below at the mare owner's expense if mare is not a resident of Blue Chip Farms. The mare owner will be eligible for a third dose if the mare passes a satisfactory breeding soundness exam after being pronounced barren after using the second dose. This contract may not be transferred to another mare without written permission of Blue Chip Farms.

OWNER \_\_\_\_\_

S.S. or Tax ID # \_\_\_\_\_

Telephone: \_\_\_\_\_

Additional Phone: \_\_\_\_\_

Street Address \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address \_\_\_\_\_

Mobile: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

E-Mail: \_\_\_\_\_

SIRE: \_\_\_\_\_ DAM: \_\_\_\_\_ SIRE OF DAM: \_\_\_\_\_

#### BREEDING INFORMATION:

Is this mare a maiden? YES \_\_\_\_\_ NO \_\_\_\_\_ If "No" please answer the following:

Was mare bred in 2011? YES \_\_\_\_\_ NO \_\_\_\_\_ If so, to what stallion: \_\_\_\_\_

Is mare in foal? YES \_\_\_\_\_ NO \_\_\_\_\_ Last breeding date/Foal due date: \_\_\_\_\_

#### PLEASE INDICATE HOW MARE WILL BE BRED (circle one):

A) Mare will board at Blue Chip Farms, LLC.: \_\_\_\_\_ Indefinitely \_\_\_\_\_ Breeding Season

B) Transient Basis from \_\_\_\_\_ Telephone \_\_\_\_\_  
(a \$50.00 insemination fee will be charged per breeding)

C) Semen pick-up by \_\_\_\_\_ Telephone \_\_\_\_\_  
(a \$50.00 pick-up fee will be charged per shipment)

D) Shipped Semen to: \_\_\_\_\_ Telephone \_\_\_\_\_

*For Fresh or Frozen Shipped Semen please complete the following:*

Federal Express Account Number (if available): \_\_\_\_\_

Fresh Semen Charges: -Overnight Semen Transport using Blue Chip Farm's Federal Express Account Number: \$165.00  
-Overnight Semen Transport using Owner's Federal Express Account Number: \$115.00  
-Airline Shipment: \$300.00 (Subject to flight availability.)

Frozen Semen Charges: -Frozen semen will be shipped from Select Breeders in Colora, MD. Shipment charges are determined by, and payable directly to, Select Breeders, by the mare owner.

#### Credit Card Authorization (mandatory if mare bred on a transient, semen pick up or shipped semen basis):

Credit Card Number: \_\_\_\_\_ Type: VISA MASTERCARD DISCOVER  
Expiration Date \_\_\_\_\_ 3 Digit Security Code (on back) \_\_\_\_\_

Name on Credit Card \_\_\_\_\_

Signature of authorized user \_\_\_\_\_

\_\_\_\_\_ PLEASE CHARGE THE SERVICE FEE ON THE ABOVE CREDIT CARD.

# BLUE CHIP FARMS, LLC.

**BREEDING SEASON: 2012**

Name of Mare \_\_\_\_\_

## TERMS AND CONDITIONS

- 1) This contract relates to the mare specifically named and described above, which description the undersigned certifies to be true and complete. This contract is valid only to the mare and Owner named and may not be transferred without the express written consent of Blue Chip Farms, LLC. The Owner/Agent is contracting to breed the above mare to the above referenced stallion to produce only one foal.
- 2) For a mare sent to Blue Chip Farms, LLC., the mare must have an identification tag on the halter. The mare must be accompanied **by** a negative Coggins (EIA) test taken within 6 months of arrival. Blue Chip Farms, LLC. shall vaccinate the mare for rhinopneumonitis and strangles, at the Owner's expense, upon arrival at the farm. Also, Blue Chip Farms, LLC. reserves the right to test all animals arriving, or that have foaled, at Blue Chip Farms, LLC. for infection, by cervical swab or otherwise, as Blue Chip Farms, LLC.'s veterinarian deems proper, including ultrasound tests, all of which shall be at the expense of the Owner and the Owner hereby consents to the same. Blue Chip Farms, LLC. reserves the right to reject any animals it deems unfit, unmanageable, or vicious. Under such circumstances, Blue Chip Farms, LLC. shall have the right to cancel any breeding contract, without any liability whatsoever and return the mare to the Owner at the Owner's expense within 24 hours of notification of the Owner. The Owner/Agent warrants that the above mare is not blind, chronically lame, infected, vicious, or unmanageable.
- 3) All Blue Chip Farms, LLC. charges, including, but not limited to, transportation, veterinary fees, blacksmith fees, board, semen transport fees, etc. are to be paid by the Owner of the mare, her foal and/or yearling on or before the 20<sup>th</sup> day of the succeeding month. The undersigned Owner agrees to pay Blue Chip Farms, LLC. interest at the rate of 18% per year on any and all past due accounts (over 60 days).
- 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 is and shall be null and void. The mare owner shall immediately notify Blue Chip Farms, LLC. in writing if the mare dies or otherwise becomes unfit to be bred.
- 5) **The service fee is due and payable prior to collection of the Stallion for the mare named in this contract. Payment may be made by cash, check, or credit card.**
- 6) In the event that Blue Chip Farms, LLC. should deem it necessary to retain counsel for the purpose of collection of any claim or amount due from the mare's Owner/Agent under this contract, including but not limited to, any proceeding under Lien Law arising out of an unpaid stud fee or board charges for the mare hereinbefore mentioned, or its foal or weanling or yearling, there shall become immediately due from the undersigned in addition to all other sums, interest, and late charges due, attorney's fee of 33 1/3% of all such sums, interest and late charges due; together with all costs and expenses of any legal action instituted. Such attorney's fees shall be due and payable whether or not suit proceedings are instituted. Such attorney's fees, costs, and expenses shall be deemed part of the indebtedness.
- 7) The Owner of the mare waives any and all claim for damages directly resulting from infection, fire, illness, injury or death of the booked mare or its unborn foal, foal at side, weanling or yearling; and Blue Chip Farms, LLC., the owners of the Stallion, the Syndicate Manager, and any agents, servants or employees of Blue Chip Farms, LLC. are hereby released from liability. The Owner of the mare acknowledges that it is the custom and usage in the horse breeding and boarding business that all risks of death, sickness, or injury from any source whatsoever to any mare, foal, weanling, and yearling, are assumed SOLELY by the mare Owner. There shall be no waiver, modification, or amendment of the foregoing release of liability except by specific agreement in writing and by payment by the Owner of the mare of an additional charge predicated upon the current insurance rate which may be pro rated on a monthly basis. Such charge shall be based upon the value of each animal as declared by the Owner of the animal as constituting maximum value. The Owner acknowledges that the service fee, and the acceptance of the mare for booking shall constitute consideration for the foregoing waiver.
- 8) The Owner hereby authorizes Blue Chip Farms, LLC. to obtain a credit report on the Owner at Blue Chip Farms, LLC.'s discretion at no cost to the Owner.
- 9) Blue Chip Farms, LLC. 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 agreement 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 one and all of the terms and conditions of this agreement shall remain in full force and effect.
- 12) The Owner/Agent and Blue Chip Farms, LLC. agree that any suit, action, or proceeding, whether claim or counterclaim brought by Blue Chip or the owner on or with respect to this agreement 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 agreement and that Blue Chip Farms, LLC. would not enter into this agreement if the waiver set forth in this section were not a part of this agreement.
- 13) This agreement 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 Blue Chip Farms, LLC. Any disagreements, contest, or lawsuits arising out of or relating to this Agreement shall be brought in the courts within the State of New York, or elsewhere as determined by Blue Chip Farms, LLC. 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 is refused.
- 14) All amounts due under this agreement, including but not limited to the service fee, interest charges, and attorneys' fees shall be payable in United States currency, bank or certified check approved by Blue Chip Farms, LLC.
- 15) If one owner signs this agreement, when there are multiple owners, the terms and conditions of this Agreement will bind all owners.
- 16) Persons acting as agents must file notarized letters of authorization from the Owner stating that the agent is acting on their 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 in connection with or arising out of this breeding contract.

Accepted: Blue Chip Farms, LLC.

by \_\_\_\_\_  
Date

Signed \_\_\_\_\_  
Owner/Agent Date