

807 HOAGERBURGH RD.
WALLKILL, NY 12589
(845) 895-3930
(845) 895-2110 FAX
www.bluechipfarms.com



SERVICE FEE (US Funds): \$ \$35,000.00

Approved Multiple Mare/Loyalty Discount:
\$ NOT APPLICABLE

SYNDICATE:
Name or Share #:

2023 BREEDING CONTRACT
STALLION: CHAPTER SEVEN ("Stallion")

NAME OF MARE _____ ("Mare") Registry# or Microchip#: _____

SIRE: _____ DAM: _____ Year Foaled: _____

OWNER _____ ("Owner") % _____

Telephone(s): _____ S.S. or Tax ID # _____

Street Address: _____ E-Mail: _____

City _____ State _____ Zip _____ Country _____

Additional Owner 2: _____ % _____

Additional Owner 3: _____ % _____

Additional Owner 4: _____ % _____

BREEDING INFORMATION

Is this mare a maiden? _____ If "No" please answer the following:
Was mare bred in 2022? _____ If so, to what stallion: _____
Is mare in foal? _____ If so, please indicate the breeding date: _____

Will mare be bred by Embryo Transplant in 2023?: _____ Present location of Mare: _____

PLEASE INDICATE HOW MARE WILL BE BRED:

- A) Mare will board at Blue Chip Farms, LLC: _____ (Foaling mares must be in residence at farm 30 days prior to due date.)
- B) Transient Basis from _____ Telephone _____
- C) Semen pick-up by _____ Telephone _____
- D) Shipped Semen to _____ Telephone _____
(Must be pre-approved; special charges apply to shipped semen—please contact office for details)

TERMS AND CONDITIONS

- 1) This Contract relates exclusively to the Mare specifically named and described above, which description the undersigned certifies to be true and complete. This Contract is valid only for the Mare and Owner named and may not be approved, utilized or transferred without the expressed consent of Blue Chip Farms, LLC ("BCF"). Owner is contracting to breed the Mare to the above referenced Stallion to produce only one foal which can be registered from the 2023 breeding season. Blue Chip Farms, LLC. affirms and the Owner acknowledges that the Mare, by virtue of being bred to the Stallion, does not guarantee that the Mare will conceive and/or deliver a live foal from such breeding. However, every effort shall be made by BCF to make the Stallion available to maximize chances of conception.
- 2) If a third party ("Agent") executes this Agreement, Owner and Agent agree to be bound by all conditions of this Contract.
- 3) Any mare sent to BCF must have an identification tag on her halter. The Mare must be a registered Standardbred and must be accompanied by a negative Coggins (EIA) test taken within 6 months prior to her arrival at BCF. Unless proof of up-to-date vaccination is provided on or prior to the date of arrival, BCF will administer rhinopneumonitis and strangles vaccinations to Mare, at the Owner's expense, upon arrival. The Mare will also receive PCR and fecal test upon arrival that will be tested at Cornell University and the associated costs of \$150.00 shall be credited back to the Owner if the Mare remains at BCF for at least 180 consecutive days. Also, BCF reserves the right to test all animals arriving, or that have foaled at BCF for infection as its veterinarian deems proper, including ultrasound tests, all of which shall be at the expense of Owner, and 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, BCF shall have the right to cancel this breeding contract, without any liability whatsoever and return the Mare to Owner at Owner's expense within 24 hours of notification of Owner. Owner warrants that the Mare is not blind, chronically lame, infected, vicious, or unmanageable.

-Additional Terms on Reverse Side-

BLUE CHIP FARMS, LLC-2023

NAME OR MARE: _____

—Continuation of Terms—

- 4) All BCF invoiced charges are to be paid by Owner of the Mare, her foal and/or yearling within thirty days of invoice receipt. The undersigned Owner agrees to pay BCF interest at the rate of 18% per year on any and all accounts (or portion thereof) not paid within 60 days. In the event that all or a portion of Owner's account remains unpaid for a period of 90 days or more, BCF reserves the right to transfer ownership of the Mare, her foal and/or yearling, if applicable, to BCF. In order to secure payment in full of fees and charges owed to BCF, Owner hereby grants to BCF, and BCF 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 Owner to BCF are performed in full. Owner further appoints BCF, or a designee of BCF, as Owner's attorney-in-fact for the purpose of executing on behalf of Owner, and filing, such financial statement (UCC-1 or equivalent) as BCF may deem appropriate, to secure BCF's interest in said foal, the mating certificate and all registrations applicable to the foal. Owner agrees that BCF is entitled to retain or procure possession of such certificates to secure performance of the obligations of this Contract by Owner.
- 5) 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 shall be deemed null and void. Owner shall immediately notify BCF in writing if the Mare dies or otherwise becomes unfit to be bred.
- 6) **The service fee is due and payable when the Mare has a live foal. A live foal is hereby defined as a foal that is able to stand up and nurse. Unless otherwise waived in writing by BCF the service fee will also be due and payable immediately if the Mare, or her recipient mare, is exported, leased, offered for sale, or if there is a change in ownership of the Mare, or her recipient mare, prior to the delivery of a live foal. In addition, BCF at its option, may require the service fee to be paid before the Mare, or her recipient mare, leaves the farm or immediately upon demand if BCF determines that timely payment may be in jeopardy.** The mating certificate for the Mare shall not be issued until all monetary charges due (including, but not limited to, board and care charges) to BCF from the undersigned Owner/Agent have been paid in full. In addition, only one mating certificate will be issued per contract, except in the case of single birth twins, of which BCF must be notified, in writing by a qualified veterinarian, within ten (10) days of birth. A prepaid service fee will be refunded provided the claim of no live foal is made in writing and accompanied by a veterinary statement. In such case the United States Trotting Association shall be notified of the Mare's pregnancy status and rescind the use of the previously released mating certificate. There shall be no return privilege in the event a live foal does not result from this mating.
- 7) The Owner/Agent certifies that he/she is familiar with the current Standardbred industry rules regarding registration and stakes nomination which govern foals resulting from the embryo transplant procedure. The Owner/Agent has requested the Mare be bred under the terms and conditions outlined in this Contract, and agrees that the terms and conditions will not be changed. In the event the terms and conditions of this Contract are violated by the Owner/Agent, BCF has the right to deny the issuance of the mating certificate, and Owner/Agent remains financially responsible for the service fee. Further, the Owner/Agent waives all right to bring any claim or cause of action against Blue Chip Farms, LLC for any reason including issues arising from an inability to perform an embryo transplant procedure on the Mare, and to register or stakes nominate offspring resulting from this mating.
- 8) In the event that BCF deems it necessary to retain legal counsel, or to incur any expense for the purpose of collecting any sum due from Owner under this Contract, there shall become due immediately from the Owner all costs and expenses of collection or other legal act, including any or all attorney fees. In the event a collection agency is used for the Owner's debt recovery, twenty-five percent (25%) of the outstanding amount due shall be added to any outstanding amounts that need to be recovered by Blue Chip to cover any and all attorney fees and court costs. Said attorney fees or other costs of collection shall be in addition to all other sums due pursuant to this Contract and shall be deemed part of Owner's indebtedness hereunder.
- 9) Owner waives any and all claim for damages directly resulting from infection, fire, illness, injury or death of the 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 for the same. Owner acknowledges that it is the custom and practice in the horse breeding and boarding business that all risk of death, sickness, or injury from any source whatsoever to any mare, foal, weanling, and yearling, are assumed SOLELY by the 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 Owner 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.
- 10) The Owner hereby authorizes BCF to obtain a credit report on the Owner at BCF's discretion at no cost to the Owner.
- 11) Blue Chip Farms, LLC shall determine the opening and closing dates of the breeding season.
- 12) There shall be no modification, waiver, amendment, cancellation or abandonment of any of these terms or of the Contract unless the same is in writing and signed by the parties.
- 13) A waiver of any terms or conditions provided in this Contract, on one or more occasions shall not be deemed a continuing waiver, and all of the terms and conditions of this Contract shall remain in full force and effect.
- 14) The Mare shall be made available for breeding through June 25 of the breeding season covered under this Contract, or until confirmed in foal. If the Mare is not made available for breeding, Owner shall pay 50% of the service fee, unless the Mare or Stallion dies or becomes unfit to breed, or unless Mare is excused in writing by Blue Chip Farms, LLC. This fee shall be due and payable ten (10) days after the end of the breeding season.
- 15) The Owner/Agent and BCF agree that any suit, action, or proceeding, whether claim or counterclaim brought by BCF or Owner on or with respect to this Contract 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 Contract, and that BCF would not enter into this Contract if the waiver set forth in this section were not a part of this Contract.
- 16) This Contract 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 BCF. Any disagreements, contest, or lawsuits arising out of or relating to this Contract shall be brought in the courts within the State of New York, or elsewhere as determined by BCF. 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 mail is refused.
- 17) All amounts due under this Contract shall be paid in United States currency. Credit Card payments shall be subject to a 3% processing charge. The processing charge shall be waived only on board and care charges which are scheduled for automatic monthly payment. Foreign checks are subject to a 6-8 week clearance period. To avoid mating certificate issuance delays non-US Resident Owners are encouraged to pay via credit card, ACH or bank wire.
- 18) If a single owner signs this Contract, when there are multiple owners of the Mare, the terms and conditions of this Contract will bind all such owners.
- 19) Persons acting as Agents must file notarized letters of authorization from the Owner stating that the Agent is acting on his/her 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 related to this Contract.

Accepted by: Blue Chip Farms, LLC.

Agreed to by:

Date

Owner/Agent

Date