



BLUE CHIP  
FARMS

807 Hoagerburgh Rd.  
Walkill, NY 12589  
845-895-3930 Fax: 845-895-2110  
www.bluechipfarms.com

# STALLION: BETTOR'S DELIGHT

## 2023 BREEDING CONTRACT

Service Fee: \$ 20,000.00CDN Syndicate Share: \_\_\_\_\_

All breeding contracts subject to approval by Blue Chip Farms and/or Winbak Farm



Winbak of Canada  
PO Box 26, Inglewood ON L7C 3L6  
905-838-2145 Fax: 905-838-3814  
winbakcanada@bellnet.ca

NAME OF MARE \_\_\_\_\_ ("Mare") Color: \_\_\_\_\_ FB/Microchip: \_\_\_\_\_

SIRE: \_\_\_\_\_ DAM: \_\_\_\_\_ Year Foaled: \_\_\_\_\_

OWNER \_\_\_\_\_ ("Owner") % \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell \_\_\_ H \_\_\_ W \_\_\_ S.S. or Tax ID # \_\_\_\_\_

Street Address \_\_\_\_\_ E-Mail: \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Fax: \_\_\_\_\_

Additional Owner 1: \_\_\_\_\_ % \_\_\_\_\_

Additional Owner 2: \_\_\_\_\_ % \_\_\_\_\_

Additional Owner 3: \_\_\_\_\_ % \_\_\_\_\_

### BREEDING INFORMATION:

Is this mare a maiden? YES \_\_\_\_\_ NO \_\_\_\_\_

If "No" please answer the following:

Was mare bred in 2022? YES \_\_\_\_\_ NO \_\_\_\_\_

If so, to what stallion: \_\_\_\_\_

Is mare in foal? YES \_\_\_\_\_ NO \_\_\_\_\_

Last breeding date: \_\_\_\_\_

Will this mare be bred by Embryo Transplant in 2023?: YES \_\_\_ NO \_\_\_ MARE LOCATION: \_\_\_\_\_

### PLEASE INDICATE HOW MARE WILL BE BRED:

A) Mare will board at Blue Chip Farms? \_\_\_\_\_ or Winbak of Canada? \_\_\_\_\_

B) Transient Basis from: \_\_\_\_\_ Telephone \_\_\_\_\_

C) Semen pick-up by: \_\_\_\_\_ Telephone \_\_\_\_\_

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

If shipped semen please indicate: FEDEX Number: \_\_\_\_\_

**NOTE: Winbak Farms of Canada requires a credit card be on file prior to semen shipment. Please contact the Winbak office at 905-838-2145 to provide payment information.**

### 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 transferred without the express written 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 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 Winbak Farm 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 without exclusion.
- 3) Any mare sent to BCF or Winbak of Canada 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 six (6) months prior to her arrival at BCF or Winbak of Canada. Blue Chip Farms, LLC and Winbak of Canada may charge a health screening fee. Unless proof of up-to-date vaccination is provided on or prior to the date of arrival, the Mare may be vaccinated for rhinopneumonitis and strangles, at Owner's expense, upon arrival at their respective farms. Also, BCF and Winbak of Canada reserve the right to test all animals arriving, or that have foaled at BCF or Winbak of Canada for infection as the respective veterinarians for each farm deem proper, including ultrasound tests, all of which shall be at the expense of Owner, and Owner hereby consents to the same. BCF and Winbak of Canada reserve the right to reject any animals it deems unfit, unmanageable, or vicious. Under such circumstances, and as under advisement of Winbak of Canada where applicable, Blue Chip Farms, LLC, shall have the right to cancel this breeding contract, without any liability whatsoever and the Mare shall be returned to Owner at Owner's expense within 24 hours of notification of Owner. Owner/Agent warrants that the Mare is not blind, chronically lame, infected, vicious, or unmanageable. Foaling mares will be accepted at Blue Chip Farms for boarding no later than 30 days prior to their due date.

**BLUE CHIP FARMS, LLC &  
WINBAK OF CANADA**

**BREEDING SEASON: 2023**

Name of Mare \_\_\_\_\_ (“Mare”)

**—Continuation of Terms—**

- 4) All BCF and Winbak of Canada invoiced charges on the Mare, Mare’s foal and/or yearling, including but not limited to board, veterinary care and farrier fees, are to be paid by Owner to the farm in which said charges were incurred. The Service Fee, and any applicable HST, for the foal resulting under this Contract shall be payable to Blue Chip Farms, LLC. The undersigned Owner agrees to pay BCF or Winbak of Canada interest, at the rate of 18% per year, on any and all accounts (or portion thereof) not paid within sixty (60) days. All monetary charges due to either BCF or Winbak of Canada must be paid in full prior to the Mare, or her offspring, leaving the relevant farm in question. 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 or Winbak of Canada in writing if the Mare dies or otherwise becomes unfit to be bred.
- 5) **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 Blue Chip Farms, LLC., the service fee will also be due and payable immediately if the Mare, or her recipient mare, is leased, exported, 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, Blue Chip Farms, LLC. , at its option, may require the service fee to be paid before the Mare, or her recipient mare, physically leaves either Blue Chip Farms, LLC or Winbak of Canada, 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 charges due either BCF or Winbak of Canada (including, but not limited to, board and care charges) 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 and the original mating certificate. In such case Standardbred Canada 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.
- 6) The Owner/Agent certifies that he/she is familiar with the current rules regarding registration and stakes nomination which govern foals resulting from the embryo transplant procedure. Owner further acknowledges that these rules may be changed by various governing bodies in the Standardbred Industry prior to the time the offspring from this mating is eligible for registration or stakes nomination. The Owner/Agent has requested the Mare be bred under the terms and conditions outlined in this Contract, and agree that the terms and conditions will not be changed. In the event the terms and conditions of this Contract are violated by 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 BCF for any reason including issues arising from an inability to perform the embryo transplant procedure on the Mare, and to register or stakes nominate offspring resulting from this mating.
- 7) In the event that BCF or Winbak of Canada deem it necessary to retain legal counsel or to incur any expense for the purpose of collecting any sum due from the Owner under this Contract, there shall become due immediately from Owner all costs and expenses of collection or other legal act including 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 or Winbak of Canada to cover 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.
- 8) 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 BCF, Winbak of Canada, the owners of the Stallion, the Syndicate Manager, and any agents, servants or employees of BCF and Winbak of Canada 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.
- 9) 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.
- 10) Winbak of Canada shall determine the opening and closing dates of the breeding season.
- 11) 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. 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.
- 12) The Mare shall be made available for breeding through June 30 of the breeding season associated with 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 BCF. This fee shall be due and payable 10 days after the end of the breeding season.
- 13) The Owner/Agent, BCF and Winbak of Canada agree that any suit, action, or proceeding, whether claim or counterclaim brought by Blue Chip 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 and Winbak of Canada would not enter into this Contract if the waiver set forth in this section were not a part of this Contract.
- 14) 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 Province of Ontario, as determined by Blue Chip Farms, LLC and Winbak of Canada as appropriate to the issue in question. 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 Province of Ontario, by Blue Chip Farms, LLC and Winbak of Canada as appropriate to the issue in question. 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.
- 15) All amounts due under this Contract, shall be paid in the appropriate currency as stipulated in the invoiced charges by either Blue Chip Farms LLC or Winbak of Canada, and their legal representatives. Credit Card payments to BCF 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.
- 16) 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.
- 17) Persons acting as Agent 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 and/or Winbak of Canada  
\_\_\_\_\_  
Date \_\_\_\_\_

Agreed to by:  
\_\_\_\_\_  
Date \_\_\_\_\_



**CREDIT CARD INFORMATION SHEET  
SEMEN TRANSPORT FEES: 2023 BREEDING SEASON**

**PLEASE COMPLETE THE FOLLOWING**

Name exactly as it appears on card: \_\_\_\_\_

Billing Address associated with the name on the card:

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

City, State & Postal/Zip Code: \_\_\_\_\_

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

Email (for receipt): \_\_\_\_\_

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

Card Type:

Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Card Security Code: \_\_\_\_\_

If you do not wish to submit the information online, please contact Winbak of Canada's office at (905) 838-2145 to provide the necessary information such that semen may be shipped for your mare.