

# ~Northwind Ranch ~

*Texas Division ~ SDK Quarter Horses ~ Kentucky Division*

This agreement, hereinafter referred to as the “**Contract**” is made and entered into by and between:

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**Name(s) numbers and mailing addresses of any & all Mare Owner(s) must be listed**

(hereinafter referred to as the “**Mare Owner(s)**”) and SDK Quarter Horses, L.L.C. ~ Northwind Ranch ~ Kentucky Division ~ (hereinafter referred to as the “**Manager(s)**”) on this the \_\_\_\_\_ day of \_\_\_\_\_ for the mare named below:

Name of mare	Breed Registry	Registration Number
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(hereinafter referred to as the “**Mare**”; for the \_\_\_\_\_ breeding season (“Breeding Season”).

**WHEREAS**, the **Mare Owner(s)** listed above are the sole owners of the **Mare** listed above;

**WHEREAS**, the **Mare Owner(s)** desire to contract with the **Manager(s)** to breed the **Mare** for “broodmare/foal production” purposes at the **Manager(s)** ranch breeding facilities located in \_\_\_\_\_ during the Breeding Season;

**WHEREAS**, the **Mare Owner(s)** also desires *if applicable* to fully participate in the Kentucky Breeder’s Incentive Fund Program, abiding by the rules and regulations as set out by the Kentucky Breed associations and the State of Kentucky in conjunction with the management of the **Mare**;

**WHEREAS**, the **Manager(s)** desires to provide professional care and management services to the **Mare** and also *if applicable* to remain in compliance with the Kentucky Breeder’s Incentive Fund Program, abiding by the rules and regulations as set out by the Kentucky Breed Associations and, as applicable, the American Quarter Horse Association, the American Paint Horse Association) and the States of Kentucky and Texas in conjunction with the management of the **Mare**;

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants set forth, below the **Mare Owner(s)** and the **Mare Manager(s)** agree as follows:

1) **TERM OF AGREEMENT**

The **Mare Owner** shall leave the **Mare** at the **Manager’s** ranch facilities (if applicable for non-shipping) for the portion of the Breeding Season stated above necessary for a certified veterinarian to pronounce the mare a minimum of 30 days “in foal”. This shall occur during the usual and customary Quarter Horse breeding season (*i.e.* February 1<sup>st</sup>, thru July 15<sup>th</sup>), and the **Mare** shall only be released from this obligation, in writing, by the **Mare Manager(s)** when the **Mare** is vet checked in foal by the farm attending veterinarian. Mares that leave the farm prior to the farm 30 vet check “in foal” confirmation will be exempted from all guarantees. Mares participating in the KBIF (**CIRCLE THIS**) may return to their owners until a minimum of 30 days prior to foaling, at which time **the broodmare must return to a foaling facility in the state of Kentucky, where the Mare will be foaled out in compliance with the Kentucky Breeder’s Incentive Fund program**. As part of the terms of this **Contract** a copy of the **Mare’s** registration papers (front and back) must accompany this **Contract**. **Mare Owners**, please check here \_\_\_\_\_ (if desired) to indicate your RSVP foaling stall reservation for the \_\_\_\_\_ foaling season for the **Mare** named herein. Be sure to enclose **an additional \$100 non refundable**



4) **MARE VETERINARY & FARRIER CARE**

The **Manager(s)** shall ensure that the **Mare (and any foal at the side of wet mares)** receives all usual, customary and necessary veterinary and farrier care including: regular worming, required vaccinations, trimming/shoeing, routine veterinary care, and emergency veterinary and farrier care as reasonably required under the circumstances. All such expenses shall be borne by the **Mare Owner(s)**. In the event of an emergency, **Mare Owner(s)** grant **Manager(s)**, authorization for veterinary care and treatment as they deem reasonable and necessary for the health and wellbeing of the **Mare** and offspring. Upon arrival all mares must be accompanied by a current (negative within 6 month) Coggins test and all mares will be vaccinated and wormed at the **Owner's** expense. The **Mare Owner(s)** is responsible for disclosing the presence, or absence, of any known maladies or conditions requiring special care or remedies, repetitive illnesses (such as "prone to founder" or "colics easily") to the **Manager(s)** within the form provided.

PLEASE LIST IN YOUR OWN WORDS AN ACCURATE DESCRIPTION OF DISCLOSURE FOR ANY AND ALL KNOWN PRE-EXISTING CONDITIONS OF YOUR MARE (OR THE FOAL AT HER SIDE ON WET MARES) THAT REQUIRE ANY TYPE OF HIGH MAINTENANCE OR SPECIAL NEEDS

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The fees for the care listed above are laid out in the Exhibit "A" that is attached to and incorporated herein.

5) **BREEDER'S CERTIFICATES - STALLION OWNER/MARE OWNER PROVISIONS**

The **Stallion Owner(s)** must provide any and all necessary proper paperwork to the breed association(s) in order to properly register any eligible, live foal resulting from this breeding. The **Stallion Owner(s)** must furnish the **Mare Owner(s)** a properly completed and signed certificate/registration application for any eligible live foal resulting from this breeding (PROVIDING ALL FEES TO THE FARM AND ALL CONTRACT SUPPLIERS ARE SATISFIED IN FULL). **A live foal is defined herein as a newborn foal which stands, nurses and lives a period of 24 hours.** Should this breeding not produce a live foal the **Mare Owner** is eligible to receive a "right of return privilege" or "re-breed" during the following breeding season, under the terms as laid out in this **Contract** and in Exhibit "A". The **Mare Owner** must submit to the **Stallion Manager(s) and Stallion Owner(s)** written proof via a veterinarian certificate certifying that a live foal was not produced to qualify for a "re-breed".

6). **INSURANCE OPTIONAL**

The **Mare Owner(s)** shall furnish the **Manager(s)** a copy of **any** active mortality and medical insurance forms for the duration of the **Contract**. The **Manager(s)** agrees to furnish proof of usual and customary equine care custody and control coverage for the **Mare** while in the care of the **Mare Manager(s)** breeding and foaling facilities and agrees to keep this coverage in force during the duration of this **Contract**. General liability coverage, as well as care, custody, and control *during transport to and from Manager(s) facilities* will continue to remain the sole responsibility and expense of the **Mare Owner(s)**.

7) **KENTUCKY QUARTER HORSE BREEDER'S INCENTIVE FUND RESPONSIBILITIES**

All *applicable Mare Owners* are responsible for learning and having a proper understanding of the rules and regulations provided by the Kentucky Quarter Horse Association for the Kentucky Breeder's Incentive Fund. All **Mare Owner(s)** agree to abide by the aforementioned rules and regulations, for the benefit of the Kentucky Breeders Incentive Fund and the benefit of the **Stallion Owners**.

8) **GUARANTEES**

Any and all guarantees, **including, but not limited** to such things as: live foal, NH, NN, live colored foal, homozygous, lethal white and other similar guarantees for the breeding of this mare must be listed here:

**THE GUARANTEES ARE:**

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**NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR ENFORCABLE!**

## 9) **ADDITIONAL PROVISIONS**

### **A. Law and Jurisdiction**

This **Contract** shall be governed by and construed in accordance with the laws of the state of Texas which is the "home base" for **Manager(s)**. In the event that any dispute or controversy between the **Mare Owner(s)** and the **Manager(s)** arises from this **Contract** or its subject matter, such dispute or controversy shall be subject to the exclusive jurisdiction of the Denton County, Texas state courts.

### **B. Attorney Fees and Costs**

In the event that either party breaches the **Contract**, the prevailing party, as determined by a court, shall be entitled to recover reasonable attorney fees and expenses incurred as a result of enforcing the **Contract**.

### **C. Severability, Enforceability of Contract and Survival**

Should any provision (word, phrase, grouping of words or sentence) of the **Contract** be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby. The terms, disclaimers, representations, and obligations contained in the **Contract** shall remain in full force following the close of the **Contract**.

### **D. Entire Agreement**

The **Contract** (as well as all provisions of each of the client mare breeding contracts) constitutes the complete, final, and exclusive understanding between the **Mare Owner(s)**, the **Manager(s)**. No other statement, representation promise agreement or contract whether express or implied shall be binding unless signed and dated, in writing, by the **Mare Owner(s)** and the **Manager(s)**.

### **E. Counterparts**

The **Contract** may be executed in counterparts and each executed counterpart shall be as effective as a signed original. Photo static or faxed copies of each signed counterpart may be used in lieu of the originals for any purpose.

### **F. Successors and Assigns**

The **Contract** shall be binding upon and inure to the benefit of the parties, and their respective representatives, predecessors, heirs, successors, and assigns.

### **G. Guaranty of Payment Obligations**

**Mare Owner(s)** acknowledge that **Manager(s)** may be entitled to a lien under law and a security interest in the **Mare**, offspring and equipment in **Manager's** care, custody and control for unpaid fees due and owing to **Manager(s)**. **Mare Owner(s)** agree that in the event that there are unpaid fees within forty-five (45) days after they become due and payable, **Manager(s)** may exercise lien rights. **Mare Owner(s)** acknowledge that a lien has been created on the **Mare** by contract, which includes a provision that **Manager(s)** may refuse to return possession of said **Mare** until all charges have been paid. In the event that **Manager(s)** elect to enforce lien rights or security interest in the **Mare**, **Owner(s)** hereby agree to cooperate fully in the pursuit of the same. **Owner(s)** hereby grant a security interest in all horse(s) placed in the care, custody and control of **Manager(s)** to secure payment obligations to **Manager(s)** by virtue of this attachment and perfection of security interest. This **Contract** or a copy thereof may serve as a financing statement.

### **H. Waiver**

No claim, or right, arising out of a breach of the **Contract** can be discharged by a waiver of that claim or right unless the waiver is in writing signed by the party hereto be bound by such waiver. A waiver by any party of a breach or default of the other party of any provision of the **Contract** shall not be deemed a waiver of future compliance of such provisions, and such provisions shall remain in full force and effect.

### **I. Release and Hold Harmless**

**Mare Owner(s)** agree to fully and forever release and hold harmless **Manager(s)** the employees, owners and agents employed by or representing **Manager(s)** from any and all liability due to injuries, claims, damages actions or losses which may arise out of the breeding, boarding and care, custody or control of the **Mare**. This includes, but is not limited to, any economic or non-economic losses due to bodily injury, property damage, or injury, sickness or death of **Mare**. **Mare Owner(s)** will indemnify and hold **Manager(s)** for any accident, injury, disease, theft or death of any horse(s) or any injury to any personas or personal property caused in whole or in part by the **Mare**.

**TEXAS**

**WARNING, UNDER TEXAS LAW AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

**KENTUCKY**

**WARNING, UNDER KENTUCKY LAW A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.**

First to sign

Last to sign

\_\_\_\_\_  
Signature of Mare Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Stallion Manager(s)  
State of Texas, County of Denton

\_\_\_\_\_  
Date

# *~Northwind Ranch~*

*Texas Division ~SDK Quarter Horses~ Kentucky Division*

## **~ Exhibit A ~ Breeding Season Fees & Information**

**\*\*\*Breedings as a result of donated fees and/or re-breeds are required to pay all other usual and customary fees as listed in\*\*\* Exhibit "A"**

### **1) ON FARM COLLECTION FEES**

**The remainder of all stallion breeding fees must be paid prior to insemination.**

**\$ 100 Initial Collection Fee**

**\$ 50 Additional Collection Fee**

**\$ 350 Chute fee (for all re-breeds)**

### **2) SHIPPED COOLED SEMEN FEES**

**All semen shipments must be paid for prior to shipping.**

**Credit card payers please sign the credit card authorization form as a part of this contract - and furnish any necessary updates to the information. Payments by check must be received in the Texas office 10 days prior to shipping.**

**It is understood that mares in residence (ranch mares) will be given priority for semen.**

**Chute Fees \$ 350 per mare includes 1<sup>st</sup> shipment.**

**\$ 250 Federal Express Charge**

**\$ 175 Customer Pick Up at the Farm**

**\$ 350 Counter to Counter (Airline)**

**\$ 75 Additional Charge for Canadian Shipments**

**\$ 38 Disposable Container Fee**

**\$ 300 Deposit for returnable container fee**

**\*\*\* PASS THRU FUEL SURCHARGES MAY APPLY TO ALL SHIPPED SEMEN IN 2008**

### **3) MARE CARE FEES \*\*\***

**\$ 20 Per Day – Dry or Wet**

**\$ 25 Per Day – Show mares – Grooming/ Blanketing/ Exercise**

**\$ 300 Standard Foaling Fee**

**\*\*\* Extra cost of any "special needs" or "high maintenance" mares will be borne by the mare owner(s).**

**All vet expenses will be billed directly to the customer by the attending veterinarian.**

**The usual 6 % Kentucky State Sales Tax applies to all stallion breeding services!**

*~Northwind Ranch~*

*Texas Division ~SDK Quarter Horses ~Kentucky Division*

**PLEASE SIGN AND RETURN THIS FORM WITH YOUR CONTRACT!  
~Exhibit B~ CREDIT CARD AUTHORIZATION FORM**

**NAME EXACTLY AS IT APPEARS ON THE CARD:**

\_\_\_\_\_

**EXACT CARD BILLING ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DAYTIME PHONE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**CARD NAME: VISA** \_\_\_ **AMERICAN EXPRESS** \_\_\_

**MASTER CARD** \_\_\_\_\_ **DISCOVER** \_\_\_\_\_

**CARD NUMBER** \_\_\_\_\_ **SECURE CODE** \_\_\_\_\_

**EXPIRATION DATE** \_\_\_\_\_

**I AUTHORIZE SDK QUARTER HORSES & NORTHWIND RANCH TO CHARGE MY CARD LISTED ABOVE FOR THE FEES ASSOCIATED WITH MAINTAINING AND BREEDING MY MARE LISTED HEREIN FOR THE \_\_\_\_\_ BREEDING SEASON, INCLUDING, BUT NOT LIMITED TO VET, FARRIER, AND SHIPPING CHARGES. I LIKEWISE GIVE MY PERMISSION FOR SDK QUARTERHORSES L.L.C. TO RELEASE THIS SAME CARD INFORMATION TO THE FARM VETERINARINA(S) \_\_\_\_\_ AND TO THE FARM BLACKSMITH(S) \_\_\_\_\_ FOR USE IN PAYING ALL HORSE RELATED CHARGES.**

\_\_\_\_\_  
**CARDHOLDER SIGNATURE**

\_\_\_\_\_  
**DATE**

ENTIRE STALLION BREEDING FEE PAID IN ADVANCE.....OR	
Current year booking fee (non refundable 25% of breeding fee or \$350 which is greater)	
Nonrefundable RSVP mare foaling \$100 reservation (TO BE DEDUCT FROM FOALING FEE)	
Sub total	
Credit card 3% fees added for credit card payments	
Sub total	
6 % Kentucky Sales Tax on applicable items	
Total due with the submission of this form ( items listed in green) is:	
<b>MAKE ALLCHECKS PAYABLE TO: SDK QUARTER HORSES-KENTUCKY DIVISION</b>	
List the value of any mare discounts to be deducted from the remaining stud fee:	
Stallion Breeding Fee \$ _____ FOR 2008	
KENTUCKY BREEDER'S INCENTIVE FUND PARTICIPANT: ___ YES / ___ NO	
COPY OF MARE'S PAPERS INCLUDED:	
COPY OF MARE'S OPTIONAL INSURANCE COVERAGE INCLUDED: ___ YES ___ NO	
<b>MARE INFORMATION</b>	
Mare's Registered Name:	
Mare'e Breed Registry:	Registration #
Mare Owner or Lessee:	Registry I D Number:
Mare is: ___ OPEN / ___ MAIDEN / ___ DUE TO FOAL/ ___ OTHER	
Breeding is: ___ A.I. KENTUCKY/ ___ SHIP SEMEN / ___ EMBRYO/ ___ OTHER	
<b>MARE OWNER INFORMATION</b>	
Owner/Farm Name:	
Billing Name:	
Billing Address:	
City, State, Province, Zip	
Phone:	Cell Phone:
Fax Number:	email address:
<b>AGENT INFORMATION</b>	
Agent's Name:	
Agent's Address:	
Agent's Ctiy, State, Province, Zip	
Agent's Phone:	Agent's Cell:
Agent's Fax:	Agent's email:
<b>SHIPPED SEMEN INFORMATION</b>	
CREDIT CARD AUTHOIZATION FORM COMPLETE & ENCLOSED:___ YES / ___ NO	
1st Delivery address:	
City, State, Province, Zip:	
Delivery contact name & phone number:	
<b>VET INFORMATION</b>	
Veterinarian Name:	
Veterinarian Number:	
Veterinarian Address:	
DO YOU REQUIRE A SIGNATURE RECEIPT FOR SEMEN DELIVERIES:	
<b>PLEASE MAIL THE ENCLOSED FORM TO:</b>	
<b><i>NORTHWIND RANCH</i></b>	
<b><i>11636 ST. JOHN'S ROAD</i></b>	
<b><i>PILOT POINT, TEXAS 76258</i></b>	
<b>940-686-9110 PHONE ~ 940-686-9500 FAX ~ e-mail info@northwindranch.com</b>	