

BREEDING CONTRACT FOR FRESH CHILLED SEMEN

This “**Agreement**” is made effective as of _____ by and between Iron Spring Farm, Inc. (“**Farm**”) and _____ (“**Purchaser**”) for the breeding of the Mare (Section 2) to the Farm’s stallion named: _____ (“**Stallion**”) under the terms and conditions provided herein.

1. PURPOSE. This Agreement defines the terms and conditions under which the Purchaser agrees to purchase and the Farm agrees to deliver fresh chilled semen of the Stallion to breed the Stallion to the Mare during the Term. Embryo transplants are expressly outside the scope of this Agreement and are prohibited except with the prior written consent of the Farm and the Purchaser’s execution of the Farm’s “**Embryo Transfer Agreement**.”

2. THE MARE. Subject to the conditions and requirements of Section 5 below, the “**Mare**” to be bred under this Agreement is the mare named _____ and described more fully on the “**Breeder Profile**.” In no event shall Purchaser be permitted to substitute another mare for breeding without prior written consent of the Farm, which shall be provided in Farm’s sole discretion.

3. FEES. Purchaser agrees to the following terms and conditions of payment of all fees due under this Agreement:

(a) “**Initial Deposit**.” A non-refundable fee of \$_____ to confirm Purchaser’s reservation of the Stallion for the Term is payable by Purchaser to the Farm immediately upon the signing of this Agreement. The Initial Deposit shall be applied against and reduce the Stallion Service Fee.

(b) Method of Payment: Prior to the date of the Farm’s first shipment of semen, Purchaser must provide Farm with *one* of the following to provide for payment of all Additional Service Fees, described in Section 3(c) below:

(i) A credit card number which Purchaser hereby authorizes Farm to bill directly for all fees incurred in connection with this Agreement.* The Farm reserves the right to refuse to perform any service under this Agreement except upon its receipt of authorization of applicable charges to the following account with respect to which Purchaser is an authorized user:

Visa/MasterCard Account Number: _____
Expiration Date: _____
Security Code: _____
Account Holder Name: _____
Account Billing Address: _____

*Purchaser agrees not to contest any charge made pursuant to this Agreement on the basis that the Mare failed to produce a live foal or otherwise become pregnant.

(ii) An “**Additional Service Fee Deposit**” of \$_____ paid by check or money order which Farm shall hold on Purchaser’s account and from which Farm shall be permitted to deduct directly all Additional Service Fees as incurred. The Farm shall refund to Purchaser any unused balance of the Additional Service Fee Deposit within forty-five (45) days of the expiration or termination of this Agreement.

(c) Description of Fees. Purchaser agrees to timely pay the following fees as applicable, some of which may be subject to change as noted. Purchaser agrees to pay the actual fees billed by the Farm for all services provided.

(i) “**Stallion Service Fee**.” A one time, non-refundable fee of \$_____ plus state sales tax,* if applicable, is payable in full as advance payment of the purchase price of fresh chilled semen before the Farm will honor any request for collection and shipment of semen. The balance due on Purchaser’s Stallion Service Fee as of the date hereof is:

Stallion Service Fee:		
Sales tax:	+	
(Initial Deposit):		
Balance Due		

*State sales tax shall be added to all purchases of semen picked up by Purchaser at the Farm, all shipments of semen to locations inside Pennsylvania, New Jersey and Florida and all other purchases made hereunder as are or as may become applicable.

(ii) **“Additional Service Fees.”** The Additional Service Fees described below will be charged, as applicable, upon the first and upon each additional request for collection and shipment of semen from the Farm.

A. **“Cancellation Fee.”** Purchaser agrees to pay a fee of \$ 20 upon the cancellation of any request for shipment received by the Farm after collection is completed if the Farm determines in its discretion that it cannot use the semen for another client.

B. **“Shipping and Handling Fees.”** Fees for shipping and handling apply and are payable prior to the first and each additional shipment by Farm under this Agreement. Such fees include all charges for transportation to and from airports, ground and air freight and fees for special handling plus applicable sales tax and are subject to change without notice. Purchaser is responsible to file any claims with the shipper for lost or delayed shipments. The Shipping and Handling Fees shown below *plus applicable sales tax* will be charged against Purchaser’s account with respect to each shipment as applicable:

Handling Fee	\$ 100
Federal Express Priority Shipping	\$ 265 – \$275
Airline Shipping Fee	\$ 325

If shown below, Purchaser hereby requests and authorizes the Farm to utilize its Federal Express shipper identification number instead of charging FedEx fees to Purchaser.

Purchaser’s FedEx shipper Id #: _____

C. **“Late/Damaged Container Fees.”** The Farm utilizes a limited number of specialized **“Containers”** to insure the viability of fresh semen during shipping. Purchaser agrees to ship the Container back to the Farm using the return label enclosed in the shipment on or prior to the second business day following the date Purchaser receives the Container. A late fee of \$ 20 per day will apply if the Container is not received by the Farm within five (5) business days following the date of the Farm’s shipment to Purchaser. The Container must be returned clean and undamaged. If ballast bags, coolant cans or the Container are missing or damaged, Purchaser will be charged for replacement of damaged parts or, if applicable, for the replacement cost of the Container. The current cost of a new Container is \$ 300 plus applicable shipping fees and sales tax. The Purchaser is exclusively responsible for insuring the shipment, for any damage caused during or delays in shipping and for filing claims with the shipper with respect thereto.

4. REQUESTING COLLECTION AND SHIPMENT. All requests for collection and shipment of semen must be made as described on the **“Instructions for Ordering Fresh Chilled Semen.”** The Farm fills requests for fresh semen collection and shipment subject to the availability of the Stallion. Purchaser understands that Stallion may be competing away from the Farm and may be otherwise unavailable to fill Purchaser’s request on any given day during the Term. It is Purchaser’s responsibility to contact the Farm in advance regarding the Stallion’s availability and the Farm bears no responsibility for failure to timely fill requests due to the Stallion’s unavailability. Accordingly, the Farm will fill Purchaser’s collection and shipment requests subject to the following conditions:

(a) If there is insufficient semen to fill all requests made for a given day, the Farm, in its sole discretion, will determine which requests will be honored first.

(b) If the Farm is unable to fulfill a request for collection on the requested date due to the Stallion's unavailability, the Farm will notify the Purchaser and will fill the request on the next earliest date it determines is reasonably practicable in its sole discretion or on such other date as the Purchaser requests, subject to the Stallion's availability as described in this Section 4.

5. CONDITIONS WITH RESPECT TO THE MARE. Purchaser agrees that satisfaction of the requirements stated in this Section 5 is a precondition of the Farm's initial and ongoing performance under this Agreement. If Purchaser fails to satisfy any such requirement, this Agreement will terminate without refund of any fees paid or incurred and the Farm will have no further obligation to perform hereunder.

(a) Prior to the Farm's execution of this Agreement, Purchaser must provide a completed Breeder Profile together with any applicable attachments described therein.

(b) Prior to the Farm's first shipment of semen hereunder, and at such later times as the Farm determines to be necessary or prudent in its sole discretion, Purchaser must provide the following:

(i) A "**current**" (not more than thirty (30) days old) veterinary certificate from a licensed veterinarian acceptable to the Farm ("**Veterinarian**") indicating the Mare to be in good physical and sound breeding condition and free of infection and, except for maiden mares or mares to be bred on a foal heat, a negative intrauterine culture and cytology;

(ii) In the event that Stallion is EVA positive, proof of an EVA vaccination or an EVA test showing a positive titer; and

(iii) Such other documentation regarding the physical condition of the Mare as the Farm determines is necessary or prudent in its reasonable discretion.

(c) A Veterinarian must administer the semen within twenty-four (24) hours after receipt from the Farm and must sign and return to the Farm the "**Mare Breeding Passport**," a copy of which will be included with each shipment of semen.

(d) Purchaser agrees to keep the Mare in good physical condition throughout the pregnancy. Specifically, Purchaser agrees to have the Mare examined and receive services and tests by a Veterinarian and to promptly submit written documentation of the results as follows, or as the Farm otherwise requests in its reasonable discretion:

(i) Regular deworming throughout the pregnancy with FDA approved products for pregnant mares;

(ii) Vaccination with FDA approved products for pregnant mares for "**equine rhinopneumonitis**" (equine herpes virus type 1) at three (3), five (5), seven (7) and nine (9) months of pregnancy;

(iii) The following tests at the stated number of days following insemination:

A. Confirmation of pregnancy by early ultrasound between fourteen (14) and eighteen (18) days;

B. Confirmation of a single embryo by ultrasound between thirty (30) and thirty-five (35) days; and

C. Routine palpation or ultrasound between fifty (50) and sixty (60) days.

6. RETURN OF SERVICE. For as long as Purchaser satisfactorily complies, in the Farm's reasonable judgment, with the terms and conditions of this Agreement, Purchaser shall be entitled to have the Mare return to the service of the Stallion throughout the Present Breeding Season as needed. Subject to the first clause of the first sentence of this

Section 6, Purchaser shall also be entitled to have the Mare return to the service of the Stallion during the Second Breeding Season:

(a) If, by the end of the Present Breeding Season the Mare has not **“settled”** (become and remained pregnant as shown by the ultrasound results required pursuant to Section 5(d)(iii)(B)) and Purchaser provides Farm with a certification signed by a Veterinarian within ten (10) days of the ultrasound that includes the following:

(i) Identification of the Mare;

(ii) Confirmation that the Mare did not settle during the Present Breeding Season; and

(iii) Confirmation that the Mare was kept in good physical and sound breeding condition throughout the Present Breeding Season, and that the Mare timely received all vaccinations and deworming as recommended by the Veterinarian, including but not limited to immunization for equine rhinopneumonitis; *or*

(b) If the Mare settles during the Present Breeding Season but suffers a loss of such pregnancy and Purchaser provides to the Farm, within ten (10) days of examination of loss of pregnancy, a certification signed by a Veterinarian that includes the following:

(i) Identification of the Mare;

(ii) An explanation for the loss of pregnancy;

(iii) Confirmation that the Mare was provided reasonable general care and kept in good physical condition throughout the Present Breeding Season and the pregnancy and that the Mare timely received all vaccinations and deworming as recommended by the Veterinarian, including but not limited to immunization for equine rhinopneumonitis; *or*

(c) If the Mare gives birth but fails to produce a **“live foal,”** defined as a foal which stands and nurses within twenty-four (24) hours after foaling, and Purchaser verbally notifies Farm within forty-eight (48) hours of the foal’s death and provides to the Farm, within five (5) days of the verbal notification, a certification signed by a Veterinarian that includes the following:

(i) Identification of the Mare;

(ii) Verification of death of the foal;

(iii) Confirmation of the performance by the Veterinarian of an autopsy or other pertinent examination;

(iv) An explanation for the foal’s death;

(v) The confirmation described in Section 6(b)(iii) above; and

(vi) Confirmation that the Mare was properly cared for and monitored during the period of foaling in a manner adequate to reasonably insure detection of and attention to any foaling difficulties.

(d) For the avoidance of doubt, the Farm’s performance pursuant to this Section 6 is also contingent upon Purchaser’s satisfactory compliance with all of the terms and conditions of this Agreement, including but not limited to the requirements of Section 3 (Fees) and Section 5 (Conditions with Respect to the Mare). Accordingly, in addition to the requirements in this Section, the Farm shall require updated information and documentation pursuant to Section 5 as it deems appropriate in its sole discretion before providing any return of service under this Section 6.

7. OPTION TO BREED MARE AT THE FARM. With the approval of the Farm in its sole discretion and subject to the Farm’s and the Purchaser’s execution of the **“Addendum”** to this Agreement, a form of which is attached, Purchaser may bring the Mare to the Farm to be bred at any time during the Term following confirmation

of the failure of the first attempt to inseminate the Mare with semen shipped by the Farm. Upon the execution of the Addendum, this Agreement shall remain in force as modified by the terms of the Addendum and the unused balance of the Additional Service Fee Deposit, if any, shall be credited against the fees payable under the Addendum as provided in Section 3(a) thereof.

8. TERM AND TERMINATION. The “**Term**” of this Agreement shall commence on the later of the effective date set forth on page one of this Agreement or the Farm’s receipt of the Initial Deposit and shall continue until the earliest to occur of: (i) the completion of the Second Breeding Season, if the Farm has approved one according to Section 6; (ii) the Mare’s giving birth to a live foal sired by the Stallion; (iii) Purchaser’s breach or failure to satisfy any applicable requirement under or term of this Agreement; (iv) the termination of this Agreement pursuant to Section 9 or any other Section hereof or, if applicable, any provision of the Addendum; or (v) the Mare’s death, inability to satisfy the conditions of Section 5 or Section 6 of this Agreement or sale by the Purchaser. For purposes of this Agreement, the “**Present Breeding Season**” begins on 3/23, 2009 and ends on 7/31, 2009, and the “**Second Breeding Season**,” if any, begins on or about 3/23, 2010 and ends on or about 7/30, 2010.

9. DEATH, UNFITNESS OR SALE OF THE STALLION. The fees paid or incurred under this Agreement are nonrefundable except as provided below in this Section 9 with respect to the death, unfitness or sale of the Stallion.

(a) If the Stallion should die, be sold by the Farm or otherwise become unfit for service before the Farm makes any shipment of semen, then this Agreement shall automatically terminate and the Farm shall refund to Purchaser all fees paid hereunder, including the Initial Deposit, within forty-five (45) days.

(b) If the Stallion should die, be sold by the Farm or otherwise become unfit for service during the Term after the Farm makes at least one shipment of semen, then the Purchaser may elect one of the following options:

(i) Purchaser may terminate this Agreement and the Farm will refund to Purchaser the unused balance of the Additional Service Fee Deposit, if any, within forty-five (45) days;

(ii) Subject to the approval of the Farm in its reasonable discretion, Purchaser may substitute another Farm stallion to be the Stallion under this Agreement and agrees to pay any excess of the Stallion Service Fee for the stallion to be substituted over the Stallion Service Fee applicable to the Stallion being replaced; or

(iii) If frozen semen of the Stallion is available, Purchaser may substitute frozen semen of the Stallion to breed the Mare by executing the Farm’s “**Breeding Contract for Frozen Semen.**” Upon execution of the Breeding Contract for Frozen Semen, this Agreement will automatically terminate and the unused balance of the Additional Service Fee Deposit, if any, shall be applied against the fees payable under the Breeding Contract for Frozen Semen under the terms and conditions thereof.

10. MISCELLANEOUS.

(a) Farm Website. The Farm provides information about its services on its internet “**Website**” at www.ironspringfarm.com. The Farm bears no liability for any information displayed on the Website that is or may become incorrect, out of date or inconsistent with any term of this Agreement. Purchaser acknowledges and agrees that, notwithstanding any information to the contrary displayed on the Website, the parties’ rights and obligations with respect to all matters contemplated by this Agreement shall be absolutely governed by the terms stated herein.

(b) Incorporation of Forms and Documents. The forms and various types of information and documentation that Purchaser and Purchaser’s Veterinarian are or may be required to provide to the Farm hereunder (including under the Addendum, if applicable) are incorporated into and made a part of this Agreement by reference. Purchaser is solely responsible for and acknowledges the Farm’s reliance on all information provided by Purchaser and Purchaser’s Veterinarian.

(c) Non-Assignment. Except with the prior written consent of the Farm, Purchaser may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.

(d) Liability. Purchaser assumes all responsibility for the care, custody, control and condition of the Mare and bears all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, during and after the Term. The Purchaser shall be solely responsible for purchasing and maintaining insurance on the Mare.

(e) Indemnification. Purchaser agrees to indemnify, release and hold harmless the Farm, its agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney’s fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.

(f) Warranty. The Farm is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion’s semen. ALL WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

(g) Entire Agreement; Severability; Amendment. This Agreement supersedes all prior communications between the parties, whether oral or written, and constitutes the entire understanding of the parties with respect to the subject matter contained herein. If any term or condition of this Agreement or the application thereof shall be illegal, invalid or unenforceable, all other provisions hereof shall continue in full force and effect as if the illegal, invalid or unenforceable provision were not a part of this Agreement. Except as expressly provided herein, this Agreement may not be modified except by written mutual consent of the parties.

(h) Notices. Except as otherwise provided in this Agreement or as the Farm may otherwise specifically direct, all notices and other communications provided for under this Agreement shall be in writing and shall be sent via U.S. certified mail, return receipt requested, postage prepaid, or via reputable overnight carrier, postage prepaid. Such notices and communications shall be addressed to the parties at their respective addresses set forth above or such other address as either party may by notice as aforesaid designate.

(i) Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be binding upon the parties hereto and their personal representatives. Purchaser hereby consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and the United States Courts for the Eastern District of Pennsylvania in all matters arising out of this Agreement.

(j) No Waiver. The Farm’s failure to insist on any performance and any waiver of any breach of this Agreement by Farm is not to be construed as a waiver of the Farm’s rights or of Purchaser’s obligations under any provision of this Agreement unless the Farm specifically so provides in a signed writing attached hereto.

(k) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument as against any party whose signature appears hereon or for any other purpose.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement as of the date and year first written above.

IRON SPRING FARM, INC.

Date

By: _____
Name:
Title:

PURCHASER:

(Print name)

Date

Signature

ADDENDUM

This Addendum to the Agreement entered into between the Farm and the Purchaser as of _____ is made effective by the parties as of _____ and shall hereby be incorporated into and modify the terms of the Agreement as provided below.

1. PURPOSE. This Addendum defines the terms and conditions applicable to the Mare’s boarding and breeding at the Farm pursuant to Purchaser’s election under Section 7 of the Agreement to bring the Mare to the Farm for breeding instead of continuing to attempt to inseminate the Mare with shipped semen.

2. THE MARE. Except as the context otherwise clearly requires, “**Mare**” means the Mare identified in Section 2 of the Agreement and the Mare’s nursing foal, if any.

3. FEES. Purchaser agrees to pay the following fees for services under the terms and conditions described in this Section 3. Except as otherwise provided below, the terms of Section 3 of the Agreement (Fees) shall continue to apply.

(a) Method of Payment. Purchaser hereby requests that the Farm bill Purchaser for all accrued Additional Service Fees due under this Addendum in the manner designated below.

(i) _____ Purchaser requests that the Farm bill Purchaser monthly and on the day of the Mare’s departure from the Farm. Monthly payments must be made by check or credit card within fifteen (15) days after the billing date and any balance remaining on the Mare’s date of departure from the Farm must be paid on that date; *or*

(ii) _____ Purchaser hereby requests and authorizes the Farm to charge the credit card account identified in Section 3(b)(i) of the Agreement on the last day of each month or portion thereof during which the Mare is present on the Farm and any remaining balance on the day of the Mare’s departure from the Farm; *or*

(iii) _____ Purchaser hereby requests and authorizes the Farm to charge the following credit card account on the last day of each month or portion thereof during which the Mare is present on the Farm and any remaining balance on the day of the Mare’s departure from the Farm:

Visa/MasterCard Account Number: _____
Expiration Date: _____
Security Code: _____
Account Holder Name: _____
Account Billing Address: _____

Credit will be given towards the first charges to accrue in the amount of the unused balance of Purchaser’s Additional Service Fee Deposit described in Section 3(b)(ii) of the Agreement, if any. No Mare will be removed from the Farm unless all fees and costs charged by the Farm in accordance with this Addendum are paid in full.

(b) Description of Fees.

(i) Fees Payable to Farm. Except where otherwise stated, “**Additional Service Fees**” means the fees described in this Section 3(b)(i).

A. “**Boarding Fee.**” A fee is payable hereunder in the amount of \$_____ for each day, or portion thereof, the Mare (not including the Mare’s nursing foal) is present at the Farm. The Boarding Fee includes fees for (i) the provision of a stall, (ii) daily feeding, (iii) turnout (weather permitting), (iv) handling the Mare for

teasing and (v) grooming (not including farrier services). Additional fees will apply for boarding at the Farm of the Mare's nursing foal.

B. Miscellaneous Service Fees. Purchaser agrees to pay all fees charged by the Farm for return of the Mare to Purchaser or quarantine of the Mare as described in Section 4(b) of this Addendum and the cost of any Veterinary Services and Emergency Care provided directly by the Farm, including if applicable, the cost of transportation to the University of Pennsylvania New Bolton Center.

(ii) Fees Payable to Third Parties. The following fees are payable by Purchaser directly to the parties and in the manner described in this Section 3(b)(ii) and will not be charged to Purchaser by the Farm. The Attending Veterinarian and the blacksmith are independent service providers not subject to the direct control or supervision of the Farm. Purchaser is solely responsible for handling payment and all other matters that may arise between Purchaser and the above named or any other independent providers of services to the Mare while boarding at the Farm directly with such persons.

A. "Veterinary Fees." Purchaser shall pay all charges for Veterinary Services performed by the Attending Veterinarian directly to the Attending Veterinarian in accordance with the terms of the Veterinary Services Contract.

B. "Farrier Fees." Purchaser shall pay all charges for Farrier Services directly to the blacksmith under such terms and conditions as the blacksmith and Purchaser agree. Purchaser understands that it is solely responsible to make all necessary arrangements with the blacksmith for Farrier Services.

C. Other Miscellaneous Fees. The Farm may seek services for the Mare from additional independent parties, such as the University of Pennsylvania New Bolton Center. Purchaser is exclusively responsible for making payments for any and all fees incurred directly to such persons.

4. CONDITIONS WITH RESPECT TO THE MARE.

(a) Arrival Requirements. Prior to the arrival of the Mare at the Farm, Purchaser shall provide copies of:

(i) A copy of the completed and executed **"Veterinary Services Contract"** application provided by Purchaser to Unionville Equine Associates, P.C. (the **"Attending Veterinarian"**);

(ii) A properly completed and executed **"Horse Emergency Information and Consent;"**

(iii) A properly completed and executed **"Incoming Mare Arrival Form"** for EVA Negative Breedings or EVA Positive Breedings, as applicable;

(iv) A health certificate signed by a Veterinarian dated no more than thirty (30) days before the Mare's arrival date indicating the Mare to be in good physical and sound breeding condition and free of infection; except for maiden mares or mares to be bred on a foal heat, a negative intrauterine culture and cytology; and a list of the current vaccinations and test results of the Mare, including the vaccination and test result requirements indicated on the Incoming Mare Arrival Form;

(v) An executed **"Owner's Contagious Disease Certification"** (*must be signed on the Mare's date of arrival on the Farm*); and

(vi) Such additional documentation or information related to the Mare as the Farm deems necessary or prudent in its sole discretion.

(b) Representations and Warranties of Purchaser. By bringing the Mare to the Farm, Purchaser represents and warrants that all information provided to the Farm by Purchaser and Purchaser's Veterinarian, including but not

limited to all information on the Incoming Mare Arrival Form, Horse Emergency Information and Consent, Owner's Contagious Disease Certification and required Veterinarian certifications is correct and complete. The Farm reserves the right to quarantine the Mare immediately should it exhibit any symptoms of illness or if there is any contagious equine disease reported in the area from which the Mare is arriving and to maintain such quarantine until such time as the Farm is satisfied that the Mare does not present a risk of infection. The Farm also reserves the right to reject and return the Mare if the Farm, in its sole discretion, deems the Mare unsafe for the Farm's personnel for any reason. Purchaser agrees that any such actions taken by the Farm under this Section will be at Purchaser's expense.

(c) Indemnification by Purchaser.

(i) Claims of Third Parties. The Purchaser hereby agrees to indemnify, hold harmless and defend the Farm, the Attending Veterinarian and each of their respective officers, directors, agents, employees, and representatives for any claim concerning injury, damage or other loss to any other horse, person (including personnel of the Farm) or property arising out of or caused by the Mare. The Farm shall not be liable and is expressly released from and held harmless against such losses caused by or owing to its alleged negligence.

(ii) Losses Incurred by Indemnified Parties. Purchaser hereby agrees to indemnify the Farm, the Attending Veterinarian and each of their respective officers, directors, agents, employees, and representatives (each an "Indemnified Party") against any loss or expense incurred by such Indemnified Party arising out of or caused by the Mare or by Purchaser's failure to disclose conditions with respect to the Mare or any breach of the representations and warranties described, respectively, in Section 4(b) of this Addendum. Each Indemnified Party is expressly released from and held harmless against such losses caused by or owing to its alleged negligence.

(d) Insurance.

(i) Mortality and Loss of Use. Purchaser is exclusively responsible for maintaining Mortality and Loss of Use Insurance, if desired, on the Mare.

(ii) General Liability. **[Reserved]**

5. BOARDING TERM. Except as the parties otherwise agree in writing, the Mare shall board at the Farm for such period of time as is provided in this Section. Mare shall arrive at the Farm on _____, 20____. Purchaser is responsible for removing the Mare from the Farm in a timely manner after the breeding service is completed and, if Purchaser requests, the Mare has received an ultrasound, but no later than July 31, 20____.

6. RETURN OF SERVICE. In addition to the requirements for return of service described in Section 6(b) and Section 6(c) of the Agreement, if the Mare leaves the Farm prior to a forty-five (45) day pregnancy check, then the Purchaser shall be solely responsible for having a Veterinarian examine the Mare for pregnancy between forty-five (45) and seventy (70) days following the Farm's last attempt to breed the Mare. Unless Purchaser forwards a copy of the results certified by the Veterinarian within thirty (30) days of the examination, the Farm shall have no further obligation to the Purchaser pursuant to Section 6 of the Agreement.

7. AUTHORIZATIONS; LIMITATION OF LIABILITY.

(a) Authorizations by Purchaser. Subject to any specific limitations, if any, on authorization and consent stated on the Horse Emergency Information and Consent or the Incoming Mare Arrival Form, Purchaser hereby requests and authorizes the Farm, the Attending Veterinarian and their respective employees, agents and representatives to breed the Mare as described herein and to perform all other acts and provide or request from independent parties such services as the Farm or the Attending Veterinarian deem necessary or prudent in furtherance of the purpose of this Agreement and to protect the life and health and to insure the proper care of the Mare, including but not limited to Veterinary Services and Emergency Care. It is Purchaser's exclusive responsibility to have the Mare examined by a Veterinarian following Mare's departure from the Farm as required by this Agreement and otherwise as appropriate. The Farm shall bear no responsibility to inform Purchaser of any specific Veterinary Services provided

pursuant to Purchaser's authorization hereunder or of any Veterinary Services or Emergency Care provided by a party other than the Farm.

(i) **“Veterinary Services.”** Veterinary Services include, without limitation, pregnancy testing, palpitation, suturing, regular deworming and vaccinations, medications, reproductive tests and procedures and such other services as the Farm and the Attending Veterinarian may determine are appropriate in accordance with Section 7(a). The Farm's personnel may perform certain customary and ordinary Veterinary Services, including reproductive procedures, under the guidance or direction of the Attending Veterinarian.

(ii) **“Emergency Care.”** Emergency Care includes services outside the scope of customary and ordinary Veterinary Services which are of an urgent or unexpected nature, such as emergency surgery. The Farm and the Attending Veterinarian will provide or request provision of such Emergency Services for the Mare as they may determine are appropriate in accordance with Section 7(a). Should an emergency situation arise, the Farm will attempt to contact Purchaser or the Alternate Authorized Decision Maker designated on the Horse Emergency Information and Consent form before providing Emergency Care. However, Purchaser understands that if the Farm is unable to reach such persons within such time as it determines in its sole discretion action is necessary to protect the life and reasonable comfort of the Mare, the Farm may provide, or may request the Attending Veterinarian or other third party to provide, appropriate Emergency Care without having first obtained Purchaser's specific consent.

(b) **Limitation of Liability; No Warranties.**

(i) The Farm agrees to diligently try to settle the Mare; however, the Farm makes no guarantees, representations or warranties as to the settling of the Mare. If the Mare fails to settle for any reason Purchaser agrees to hold the Farm blameless.

(ii) The Farm shall not be held liable or responsible for and the Purchaser hereby releases the Farm and veterinarian and each of their respective officers, directors, agents, employees, shareholders, customers and representatives from and holds same harmless against any and all claims made by or against Purchaser concerning any injury, damage or other loss by any person or entity, including but not limited to any claim in any way related to the boarding or breeding of the Mare for the death, injury, disease, sickness, estray, theft, damage, accident or other loss of the Mare and any claim concerning injury to property or person . The Farm shall not be liable and is expressly released from and held harmless against such losses caused by or owing to its alleged negligence.

8. TERM; TERMINATION.

(a) The term of this Addendum shall begin on the effective date set forth on the first page hereof and, except as the Farm otherwise agrees in writing, shall end upon the earliest to occur of (i) the last day of the Term of the Agreement pursuant to Section 8 thereof or (ii) either party's receipt of written notice of termination of this Addendum by the other party.

(b) Purchaser may terminate this Addendum upon written notice to the Farm for any reason and such notice shall not, unless specifically provided therein, terminate the Agreement. However, except as otherwise explicitly provided in the Agreement, as modified hereby, Purchaser shall under no circumstances be entitled to receive any refund of fees incurred hereunder before the date the Mare is removed from the Farm.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Addendum, effective as of the date and year first written above.

IRON SPRING FARM, INC.

Date

By: _____
Name:

Title:

PURCHASER:

(Print name)

Date

Signature



**Incoming Mare Arrival Form
EVA Negative Breedings**

Please complete & return to Iron Spring Farm *prior* to arrival

Name of Mare: _____ Mare to be bred to: _____
Owner: _____

REPRODUCTIVE HEALTH INFORMATION:

Number of pregnancies _____ Live births _____ Foal losses _____

Mare's current reproductive status: _____

(**Maiden:** Never bred, regardless of age; **Foaling:** Pregnant now or foaled this season; **Barren:** Did not conceive or failed to produce a live foal during last season of breeding; **Not Bred:** Not bred previous breeding season, but did conceive during last season of breeding)

Date of last heat cycle? _____ How many days in heat? _____ Date of next cycle _____

Uterine culture & cytology or biopsy dates & results (if any): _____

Known reproductive concerns: (Include any known difficulties in becoming pregnant, carrying a pregnancy to full term or foaling and any history of irregular heat cycles) _____

GENERAL HEALTH INFORMATION:

General health / concerns: _____

Dental health history / problems: _____

Date last shod / trimmed (describe any special requirements): _____

Other special care needs: _____

Vaccinations and test results: The Farm requires the following vaccinations & test results prior to Mare's arrival as indicated below:

	Farm requirements are in bold	Date last given
Rhino (EHV 1)	Vaccination no earlier than 7 days prior to arrival & no longer than 60 days	
Flu	Vaccination no earlier than 7 days prior to arrival & no longer than 60 days	
EVA	For mares being bred to Contango	
E & W	Not required but recommended within 1 year	
Rabies	Required within 1 year	
Botulism	Required within 1 year	
Tetanus	Required within 1 year	
Potomac Fever	Not required but recommended within 1 year	
West Nile Virus	Not required but recommended within 1 year	
Negative Coggins Test	Required within 1 year of arrival date	
De-wormed	Required within 30 days of arrival date. Product used:	
Negative uterine culture & cytology	Required within 1 year (Not required for foaling mare or mare that has never been bred)	

*PLEASE NOTE THAT YOU MUST PROVIDE A CERTIFICATION SIGNED BY A LICENSED VETERINARIAN AS TO THE ABOVE VACCINATIONS AND TEST RESULTS AS OF THE DATES INDICATED BEFORE YOUR MARE CAN BE ACCEPTED FOR BOARDING AT THE FARM. SEE SECTION 4 OF YOUR AGREEMENT FOR A COMPLETE DESCRIPTION OF PRE-ARRIVAL DATE VETERINARIAN CERTIFICATION REQUIREMENTS.

BREEDING PROCEDURE INFORMATION:

Can we tranquilize if needed? For turnout? Yes / No For procedures? Yes / No
 Can Mare be twitched?: _____ Has Mare been teased by a stallion?: _____
 Where has Mare been palpated? (Circle all that apply): Breeding stocks Stall
 Are we able to short cycle the Mare with Prostin?: _____
 Do we have your permission to have the Attending Veterinarian perform a caslick if necessary? _____
Note – the Farm is not responsible to notify you if a caslick is performed or any other services are provided pursuant to your pre-authorization. It is your responsibility to have your Mare examined by a Veterinarian following departure from the Farm.
 Do we have permission to use HCG or Deslorelin to induce ovulation? _____
Note – this is mandatory for breeding with frozen semen or if breeding Heinse 354

UNUSUAL OR UNDESIRABLE TRAITS OR BEHAVIORS: (For example, biting, kicking, striking or cribbing)
 Stall vices or abnormal behavior: _____

Field vices or abnormal behavior: _____

Other: _____

FEEDING INFORMATION:

	Amount fed a.m.	Amount fed p.m.
Feed type		
Supplements		
Hay type		

What type of turnout schedule is your Mare used to: _____

What type of field is she used to: (circle one): Lush grass Moderate grass not much grass

Can Mare be turned out by herself or in a group? _____ If group, circle one: large / small

Please write in any other information you feel we should know about this Mare: _____

Equipment that must accompany your Mare:

- Leather halter – must be suitable for turnout
- Lead – leather or good quality cotton or poly blend
- All equipment and supplements must be clearly marked with the horse's name and owner's last name. Blankets, sheets, leads & halter must be have owner identification on them as well.

Horses represented on this form must not have originated from, nor been stabled on, a premise exposed to a confirmed or suspect case of equine contagious anemia, herpes virus or strangles, nor have shown signs suggestive of these or any other contagious diseases. By signing below you agree to these conditions. Please note that you will be required to certify to the above on the date of your Mare's arrival at Iron Spring Farm.

This form and the information provided on this form will become part of your Agreement. Please review your answers carefully for accuracy and completeness.

Signature of Owner: _____ Date: _____



HORSE EMERGENCY INFORMATION AND CONSENT

MARE INFORMATION:

Name: _____ Date of arrival on Farm: _____
Description: _____
List any known allergies or medical conditions: _____

OWNER EMERGENCY CONTACT INFORMATION:

Name: _____
Work phone: _____ Home phone: _____
Cell phone: _____ Pager: _____
Fax: _____ Email: _____

ALTERNATE AUTHORIZED DECISION MAKER EMERGENCY CONTACT INFORMATION:

Name: _____
Work phone: _____ Home phone: _____
Cell phone: _____ Pager: _____

INSURANCE INFORMATION: (Please attach a separate page if necessary)

This horse is insured for: Mortality Surgery Major Medical Loss of Use
Name of Insurer(s): _____ Policy number(s): _____
Phone number to report claims and emergencies: _____

CONSENT TO TREATMENT:

In the event that my horse is ill or injured and I or the alternate authorized decision maker named above (if any) cannot be reached:

_____ I hereby consent to emergency medical care for my horse in the best judgment of the Farm in consultation with the Attending Veterinarian until such time as I can be reached and consulted; *or*

_____ I hereby consent to emergency medical care for my horse in the best judgment of the Farm in consultation with the Attending Veterinarian until such time as I can be reached and consulted, where the estimated cost of the treatment does not exceed \$_____.

_____ The Farm may give permission to refer the horse and may provide transportation to the University of Pennsylvania New Bolton Center for medical and or surgical procedures.

_____ The Attending Veterinarian may refer the horse to the University of Pennsylvania New Bolton Center in its discretion if no authorized agent of the Farm is available.

This consent **does / does not (please circle preference)** include euthanasia if in the judgment of the Attending Veterinarian this is the only humane treatment and my horse has little or no prospect for recovery.

This form and the information provided on this form will become part of your Agreement. Please review your answers carefully for accuracy and completeness.

Signed: _____ Dated: _____



UNIONVILLE EQUINE ASSOCIATES, P.C.
Members American Association of Equine Practitioners

John W. Lee, Jr., DVM
Susan A. Crane, VMD

Steven J. Berkowitz, VMD
Christine M. Foster, DVM

Patricia E. Blakeslee, VMD
Donna Preston Moore, DVM, MS

Mark T. Donaldson, VMD, DACVIM

Holly M. Mason, DVM

Jennifer K. Lane, DVM

Unionville Equine Associates, P.C. Veterinary Services Application

Owner Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Emergency Phone: _____ Email Address: _____

Billing Address (if different than above)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Horse Information

Name of horse(s): _____

Age: _____ Sex: _____ Breed: _____ Color/Markings: _____

Email pictures to info@ueavet.com include head, left and right side

Is horse insured: Yes No Insurance Company: _____ Phone/policy: _____

Name of Farm or Boarding Stable: _____

Address of Boarding Stable: _____

In Case of Emergency and the Owner Can Not Be Reached

The manager/owner of the farm is authorized to request needed veterinary services. **YES NO**

If no, please indicate an emergency contact that is authorized if you are unavailable:

Name: _____ Phone: _____ Cell: _____

The manager/owner of the farm is authorized to refer the horse to a hospital for medical or surgical procedures. **YES NO**

The attending veterinarian may refer the horse at their discretion if an authorized person is not available. **YES NO**

(owner of the farm or their representative is unavailable).

My signature below attest to the applicants's financial responsibilities, ability and willingness to pay for veterinary services rendered on my behalf. I acknowledge and accept the terms of credit of Unionville Equine Associates, P.C. a copy of which has been provided to me. The infomation provided in this contract is correct to the best of my knowledge and belief:

Signature

Date



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CREDIT POLICIES

Auto Credit Card: The account balance will be automatically charged to a Visa, Master Card, American Express or Care Credit at the end of each billing period. A detailed statement along with a payment receipt will be mailed each month.

**Authorization for
Automatic Credit/Debit Card Payment**

I understand that all veterinary services provided must be charged to a credit card on a monthly basis. This authorization will remain in effect unless I notify Unionville Equine Associates P.C. in writing to cancel it; such cancellation must be received by Unionville Equine Associates P.C. no later than the fifth of the month in which it is to take effect. If you have any questions regarding our payment terms please, contact our office at 610-932-6800 or via email at klw@ueavet.com.

I authorized the use of my VISA, MasterCard, American Express or Care Credit for payment of Unionville Equine Associates, P.C. charges as shown below:

Card Type *(please circle one)*

VISA MasterCard American Express Care Credit

Card Holder Name: _____ **Card Number:** _____

Expiration Date: _____ **Security Code:** _____

Address Listed on Card: _____

Authorized Signature: _____ **Date:** _____

All veterinary services are included in this contract such as emergencies, vaccinations and reproductive services. If the farm manager is not authorized for approval of non-emergency services the owner must notify Unionville Equine Associates, P.C. in writing. Please, contact Unionville Equine Associates, P.C. with any questions or concerns you may have.

Return to:

Unionville Equine Associates, P.C.
25 Webster Lane
Oxford, PA 19363



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NO ACTIVE PATIENTS FOR THIS CLIENT

Dear :

On behalf of our entire staff, we welcome you to our practice! We are so pleased that you have chosen Unionville Equine Associates to provide professional health care for your horse. At Unionville Equine Associates, we strive to be a premier horse care provider. We are committed to providing the very best in healthcare available today and in the future.

Our enthusiastic and knowledgeable staff is dedicated to educating our clients and the community concerning horse healthcare and behavioral issues. Our ultimate goal is to offer the kind of patient care and client service that makes each and every visit exceed your expectations.

Please see the enclosed Veterinary Services Contract which needs to be returned to our office as soon as possible. Make sure to complete the emergency contact information and provide us with some pictures of your horse(s). The pictures provided will enable our veterinarians to identify our patients in the event that the owner is not available. Take pictures of your horse from the left side, right side and front and email them to info@ueavet.com. If you cannot email them, you may return them with your contract.

Thank you for choosing Unionville Equine Associates. If you were pleased with the care you received here, we appreciate your referrals so that we may continue to serve more of our community. We look forward to sharing a long, healthy, and enjoyable relationship with you and your horse.

Sincerely,

Unionville Equine Associates, P.C.



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