

Southwind Farms Breeding Agreement 2009

I, _____ (owner/agent) agree to abide by all rules and regulations for breeding any and all of my mares set out by Southwind Farms as follows:

1. CHARGES

Southwind Farms will charge for insemination or packaging of semen as follows:

Insemination Fee / Trailer Breed with Ultrasound	\$ 82.00
Collection Fee	\$ 40.00
Collection & Processing Fee of Transported Semen	\$110.00
Disposable Equitainer Fee	\$ 40.00

NOTE:

- 1) None of these charges include shipping costs of the semen.
- 2) If the semen does not reach its destination after leaving Southwind Farms' custody, the charges above still apply and will be charged.
- 3) If you do not have an Equine Express II shipping container to trade with Southwind Farms on the day of breeding, one will be supplied at the owner's expense.
- 4) We are only able to bill **ONE** party for any mare that is owned by multiple parties.
- 5) All trailer breeds will be Ultrasounded upon arrival. If the mare is not ready to breed, you will have the option of leaving the mare at Southwind Farms (\$19/day for board will be charged) or returning with the mare to trailer breed at a later date.

NEW in '09

2. SOUTHWIND FARMS LIABILITY

Owner shall cause the insemination to be conducted by a qualified person. Southwind Farms shall **not** be liable for and is released from claims arising by reason of the mare not having a live foal or becoming infected or diseased as a result of such breeding. Southwind Farms shall **not** be liable for injury to personnel and/or horses while on Southwind Farms property, or during transport to and from the farm.

3. SERVICE CHARGES

Southwind Farms will not breed any mare(s) for patrons with overdue accounts. All accounts will be settled upon receipt of duly rendered statements. A service charge of 1.5% per month will be charged on all accounts unpaid after 30 days. **Regarding accounts unpaid: no mating certificate for the foal will be released until the account is paid in full.** Failure to timely pay on any amounts due to Southwind Farms pursuant to the agreement, the undersigned shall in addition thereto pay all attorney and/or collection fees incurred by Southwind Farms in connection with the collection thereof to the fullest extent permitted by applicable law.

4. OWNER/AGENT LIABILITY

If one owner signs this agreement, when there are multiple owners, the terms and conditions of this agreement will bind all owners. If this agreement is signed by an agent for the owner(s), then the agent and all owners will be bound by the terms and conditions of this agreement.

If any horse is sold or transferred between owners while being bred to any stallion at Southwind Farms, the original owner(s) must notify Southwind Farms of the change in writing within 10 days of the date of change of ownership. If there is any change in ownership or lease, and Southwind Farms is not notified of the change of ownership or lease, the original owner(s) will be held for all the charges of the mare(s) while they are being bred to any stallions at Southwind Farms.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE RULES AND REGULATIONS OF SOUTHWIND FARMS:

SIGNATURE OF OWNER/AGENT: _____ DATE: _____

PRINT NAME OF OWNER/AGENT: _____

MARE(S) to be bred to CHOCOLATIER: _____

Please Mail or Fax to:
Southwind Farms
29 Burd Road, Pennington, NJ 08534
Fax: (609) 737-2481