

Andray/Lindwood Partnership

240 WEST MAHONING STREET
P O BOX 339
PUNXSUTAWNEY, PA 15767
Phone 814-938-9800 • Fax 814-938-5633
email: patf@lindwood.com

OL *for office use only*
Sent _____ Rec'd _____
Booking Fee Rec'd _____
Acct# _____

Stallion Booking Contract Season of 2006

Stallion Booked to S J's PHOTO SERVICE FEE (U.S. CURRENCY) \$6,500.00

Name of Mare _____ Year Foaled _____ Tattoo# _____

Mare's Race Record/Earnings _____ Color _____

Sire _____ Dam _____ By _____

Owner of Mare _____

Address _____
(Postal or Street) (City) (State) (Zip)

Home Phone _____ Bus Phone _____ Fax _____ Email _____

(Please advise if accounts are to be sent to other than the Owner)

Name _____

Address _____
(Postal or Street)

(City or Town) (Province or State)

BREEDING STATUS

Was Mare bred in 2005 ? _____ If so, to what stallion? _____ Result _____

Was Mare bred in 2004 ? _____ If so, to what stallion? _____ Result _____

Give particulars of any known breeding or foaling problems. _____

Is Mare: In Foal? Due Date _____ Maiden Barren

Mare to be bred as transported semen* Present Farm _____

as a transient Mare (trailer-breeding)* Contact Name _____

as a boarder @ Lindwood Farm, Greensburg, Pa* Phone _____
Date Mare to arrive _____

***Breeding/Boarding arrangements, contact Dennis Hoffman @ Lindwood Farm 724-836-1802 Ext. 26**

FARM REQUIRES 24 HOURS NOTICE OF ARRIVAL OR DEPARTURE OF MARES.

ALL MARES REQUIRE NEGATIVE COGGINS TEST TAKEN WITHIN NINETY DAYS OF ARRIVAL.

ALL ACCOUNTS AND BOARD BILLS MUST BE PAID IN FULL BEFORE ANIMALS LEAVE THE FARM.

I hereby agree to breed the above Mare to **S J's PHOTO** subject to the foregoing terms and those on the reverse side of this contract.

Owner's/Agent's Signature: _____ Date _____

Approved By: _____ Date _____
David Prushnok, Syndicate Manager

Please complete contract and return along with copy of registration.

BOOKING AND BOARDING CONTRACT

- (1) Purchaser agrees to purchase a breeding nomination to the standardbred stallion S J's PHOTO and as payment in full purchaser agrees to pay the service fee to ANDRAY/LINDWOOD PARTNERSHIP. Section (1) does not apply to Syndicate Members or Complimentary Breedings.
- (2) Lindwood Farm, Greensburg, PA, where the Stallion stands at stud, charges a collection and insemination fee for each cover. Lindwood Farm reserves the right to collect these fees prior to rendered services. Also, purchaser agrees that if semen has been transported neither ANDRAY/LINDWOOD PARTNERSHIP nor Lindwood Farm shall be liable for delays, errors or injury resulting from the insemination to that mare.
- (3) Each mare shall be booked specifically by name and the booking may not be transferred to another mare without prior written consent of ANDRAY/LINDWOOD PARTNERSHIP. There is no guarantee of another booking.
- (4) ANDRAY/LINDWOOD PARTNERSHIP, and Lindwood Farm, and their agents, employees, and the owners of S J's PHOTO shall not be liable for injury, death or disability suffered by any horse, mare, or her offspring from any cause whatsoever while in its custody or control or while on the farm, and the owner specifically assents to such condition and waives all claims for damages resulting from such injury, death or disability.
- (5) The Purchaser agrees the above mare is free of all infections and physically fit for breeding purposes and such mare is not vicious or unmanageable. ANDRAY/LINDWOOD PARTNERSHIP may decline to breed any mare for such reasons or for patrons with overdue accounts.
- (6) The Service Fee is due and payable when the mare produces a live foal, mare ownership thereof changes or is leased or 30 days after the mare is due to foal (11 months gestation), whichever occurs first. A live foal is one that is able to stand and nurse unassisted. If the mare fails to produce a live foal, a Service Fee paid in advance will be refunded upon return of mating certificate and a veterinarian statement within 30 days stating specifically that the mare has been pronounced barren, has slipped, or has given birth to a dead foal. In the event of a slip, proof must be shown the mare has received at least two vaccinations during pregnancy for equine rhinopneumonitis. A 1-1/2% monthly service charge will be added to any balance over 30 days outstanding. If, after the service fee is paid, a mare is sold in foal with the stud fee stated as PAID AND REFUNDABLE, whether privately or at public auction, the stud fee will be refunded to the NEW OWNER only under the conditions established for the owner at time of conception.
- (7) All accounts pertaining to the above mare or client must be paid in full with interest, if applicable, before a mating certificate will be issued.
- (8) This booking contract shall also constitute a security agreement. Owner hereby grants to ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm a lien and security interest in and to the above-named mare and any offspring of the mare arising out of this contract. ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm shall have all the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code, including, but not limited to, the right to sell collateral in satisfaction of its lien.

The undersigned hereby appoints ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm as its attorney-in-fact to do all acts and things on behalf of owner that ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm may deem necessary or desirable to effectuate ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm's rights under this agreement including without limitation the filing of financing statements to perfect the security interest granted hereby and execution of documents required by the USTA or any other entity to register, sell or transfer to ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm or any designee thereof any horse upon which ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm has a lien hereunder.
- (9) In the event legal assistance is required to collect charges accruing hereunder, all expenses, including reasonable attorney's fees, incurred by ANDRAY/LINDWOOD PARTNERSHIP and Lindwood Farm shall be borne by the undersigned Purchaser(s).
- (10) In the event S J's PHOTO is removed from Lindwood Farm or in any manner becomes unfit for breeding before serving the mare, or if the mare dies or otherwise becomes unfit to be bred, this contract is and shall be null and void.
- (11) All barren mares are required to undergo examination for genital tract infection and statement of negative culture is to be furnished to Lindwood Farm. In the event that any mare has failed to become pregnant after being bred on two heat periods a statement of negative culture may be required before being bred again.
- (12) The opening and closing dates of the breeding season are solely determined by ANDRAY/LINDWOOD PARTNERSHIP.
- (13) In the event this Agreement is executed by an agent of the owner, authorization or otherwise, such agent hereby unconditionally guarantees the full and prompt payment of the Service Fee, and any and all other amounts due hereunder, as well as performance of all other obligations hereunder.
- (14) This Agreement and the application or construction thereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Pennsylvania, and Purchaser(s) agrees to submit to the jurisdiction and venue of the courts of the Commonwealth of Pennsylvania.