

# Booking Contract: Season of 2012

American Winner, Inc.

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*for office use only*

Sent \_\_\_\_\_  
Rec'd \_\_\_\_\_  
Acct# \_\_\_\_\_

Stallion Booked to **American Winner** Service Fee \$ **3,000.00**

Name of Mare \_\_\_\_\_ Color \_\_\_\_\_ Year Foaled \_\_\_\_\_

Tattoo# \_\_\_\_\_ Record \_\_\_\_\_ Earnings \_\_\_\_\_

Sire \_\_\_\_\_ Dam \_\_\_\_\_ By \_\_\_\_\_

2nd Dam \_\_\_\_\_ By \_\_\_\_\_

Owner of Mare \_\_\_\_\_ Bus. Phone \_\_\_\_\_

Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

## **BREEDING STATUS**

Was Mare bred in 2011? \_\_\_\_\_ If so, to what stallion? \_\_\_\_\_ Result \_\_\_\_\_

Was Mare bred in 2010? \_\_\_\_\_ 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 at 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 BEFORE ANIMAL LEAVES THE FARM.**

I hereby agree to breed the above Mare to the above named Stallion subject to the foregoing terms and those on the reverse side of this contract.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved  
By: \_\_\_\_\_ Date: \_\_\_\_\_

**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 AMERICAN WINNER and as payment in full purchaser agrees to pay the sum of Three Thousand Dollars (3,000.00) to AMERICAN WINNER, INC. Section (1) does not apply to Complimentary Breedings.
- (2) Lindwood Farm, where the Stallion stands at stud, charges a collection and insemination fee for each cover. These fees are collected by Lindwood Farm.
- (3) Each mare should be booked specifically by name and the booking may not be transferred to another mare without prior written consent of AMERICAN WINNER, INC. There is no guarantee of another booking.
- (4) AMERICAN WINNER, INC., its agents, employees, and the owners of the Stallion shall not be liable for injury, death or disability suffered by any mare 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 Service Fee is due and payable when the mare produces a live foal or ownership thereof changes, 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 receipt of a certificate from a veterinarian within 30 days stating specifically that the mare has been pronounced barren, has slipped, or has given birth to dead foal. A 1½% 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.
- (6) 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.
- (7) In order to secure payment of the SERVICE FEE, Purchaser hereby grants to Seller and Seller hereby retains a security interest in and to the foal to be produced, whether in utero or after birth, the mating certificate applicable to said breeding, and any and all registration paper applicable to said foal. Pursuant thereto, Seller shall be permitted to retain said mating certificate or procure any and all registration papers applicable to said foal until all obligations of Purchaser(s) to Seller hereunder are preformed in full. Purchaser further appoints Seller, or his designee, as Purchaser's attorney-in-fact for the purpose of executing on Purchaser's behalf and filing such financing statement (UCC-1 or equivalent) as Seller may deem appropriate covering Purchaser's interest in said foal, the mating certificate and any and all registration applicable to the foal. Purchaser(s) agrees that Seller is entitled to retain or procure possession of such certificates to secure performance of the obligations of the Agreement by Purchaser(s).
- (8) In the event legal assistance is required to collect charges accruing hereunder, all expenses, including reasonable attorney's fees, incurred by AMERICAN WINNER, INC. shall be borne by the undersigned Purchaser(s).
- (9) In the event the Stallion 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.
- (10) 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.
- (11) The opening and closing dates of the breeding season are solely determined by AMERICAN WINNER, INC.
- (12) 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.
- (13) 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.