

**OHIO PINE VIEW FARMS LLC
4502 BUTTERBRIDGE ROAD
NORTH LAWRENCE, OHIO 44666**

BOARDING/FOALING SERVICES CONTRACT

This agreement is entered into on this _____ day of _____ by and between the undersigned, hereinafter referred to as "Mare Owner" and Ohio Pine View Farms LLC herein referred to as "Farm". This contract sets forth the rights and responsibilities of the parties for the _____ breeding season.

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, Registration # _____, Breed, _____, T#(if applicable) _____ WHEREAS, Mare Owner wishes to have said mare foaled/bred by Farm. It is now therefore agreed between the parties as follows:

FEES

Mare Owner agrees to pay a foaling fee of \$300.00 for foaling services in the year 2012. This foaling fee includes 24 hour monitoring in the foaling stalls, normal uncomplicated delivery, newborn foal exam and mare post foaling exam, routine umbilical cord care, and enema. Mare Owner agrees to pay veterinary fees and charges associated with additional, non routine therapy deemed necessary for proper management of the pregnant, foaling, or postpartum mare such as oxytocin therapy, uterine lavage or other treatments for retained placentas, etc. or the newborn foal such as supplementation with additional colostrum and/or plasma, etc. Should an emergency arise, special services will be rendered to save the foal's and/or mare's life unless specified otherwise by Mare Owner. These services are not included in the foaling fee and will be billed to Mare Owner at direct cost incurred.

Covering Sire _____ Contact Person _____
Last Breed Date _____

MARE CARE AND BOARD

Mare Board is _____ a day, Pasture. _____ a day, Dry Stall. _____ a day, Wet Mare Stall. Board charges will change the day of foaling of the Mare.

Mare Owner agrees that the standard of care to be imposed upon Farm is that of ordinary care of a prudent horse owner.

Mare Owner shall be invoiced at the end of each month for all mare care charges incurred including but not limited to veterinary services, farrier services, special dietary services as well as board expenses. Said invoices are to be paid in full and received by the Farm by the 10th of the month. Farm reserves the right to impose an interest rate of 18% per annum on all unpaid sums 30 days past due.

The accrued board, veterinary expenses, mare care foaling fees, foal care, farrier expenses, and other related charges shall become due and payable prior to the pick up of Mare or delivery of

the Mare to the Mare Owner. Farm shall have a lien against the mare, any Foal at side and the produce of any mating which occurs at Farm post-foaling until such time as any and all charges are paid in full, said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm is entitled to recover any costs, interest, expenses, and attorney's fees expended in collection.

Reproductive and Cycle Management Services

This mare _____ is _____ is not to be bred at Farm during the _____ Breeding Season. Stallion _____

General Conditions

FARM SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH, OR INJURY WHICH MAY BE SUFFERED BY THE MARE/MARE AND FOAL, OR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE BREEDING OR BOARDING OF THE MARE/MARE AND FOAL. MARE OWNER FULLY UNDERSTANDS THAT FARM DOES NOT CARRY ANY OUTSIDE HORSES IN ITS POSSESSION, CUSTODY, OR CONTROL FOR BREEDING AND BOARDING ON ANY PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT OR EQUINE MORTALITY INSURANCE, AND THAT ALL RISKS CONNECTED WITH THE BREEDING AND BOARDING OF THE MARE/MARE AND FOAL ARE BORN BY THE MARE OWNER OR OWNERS, MARE OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO THE MARE OWNER'S INSURANCE COMPANY AND PROVIDE FARM WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER, FAILURE TO DISCLOSE INSURANCE INFORMATION AND FAILURE TO CARRY INSURANCE ON MARE/MARE AND FOAL SHALL BE AT MARE OWNER'S RISK.

In the event of colic or life threatening illness of the Mare and /or Foal, all means available will be utilized to treat Mare/Foal unless otherwise specifically instructed by Mare Owner, including surgery if recommended by the veterinarian. Farm will contact the Mare Owner for approval of such services for the Mare/Foal unless a medical emergency is present and quick decision making is needed. In case of an emergency related to the Mare or Foal, Mare Owner will allow immediate care, not to exceed \$_____.

Inherent Risks and Assumption of Risk

The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, kicking, shying, stumbling, rearing, falling, or stepping on that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care, and the potential of a participant to act in negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Indemnification

Mare Owner shall be solely responsible for all acts and behavior of Mare at all times while this Agreement is in effect. In no case shall Stallion Owner and/or Farm and their respective agents, employees, representatives, assigns, affiliated persons and/or others acting on behalf be liable for the acts and behavior of Mare unless they directly caused the injury due to gross

negligence or willful and wanton misconduct on their part in breeding, handling, and/or keeping the Mare. Mare Owner also hereby agrees to indemnify and hold Stallion Owner/Farm harmless against all damages sustained or suffered by any third person (not a party to the Agreement, including but not limited to Mare Owner's guests, visitors at Ohio Pine View Farm LLC, etc.) that were caused by the acts of Mare and/or her Foal.

Release/Hold Harmless

Mare Owner agrees to hold harmless and release Stallion Owner/Farm and their respective agents, employees representative, assigns, affiliated person, and others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property, damages or losses that Mare Owner may sustain arising out of being on the premises of Ohio Pine View Farms LLC unless Stallion Owner/Farm caused the injury, damage, or loss intentionally or in reckless disregard for the safety of the Mare Owner

Approved and Agreed to

Mare Owner, Lessee, Authorized Agent

Stallion Owner/ Agent

Date

Street Address

City, State and Zip Code

Home and Work Telephone Numbers

Email