

Winnies Willy

2012 Breeding Checklist

STALLION OWNER: Deborah Cook

STALLION MANAGER: Roger Landis

SHIPPED SEMEN ORDERS AND ALL CORRESPONDENCE TO:

Ohio Pine View Farms c/o: Debbi Trubee
4502 Butterbridge Rd.
North Lawrence, Ohio 44666
Dobrien110@aol.com
Phone: 740-815-3545 Fax: 330-854-9437

IF YOU CHOOSE TO BREED TO WINNIES WILLY PLEASE USE THE FOLLOWING INSTRUCTIONS:

Sign & Return Breeding Contracts to Ohio Pine View Farms LLC
Return Completed Transported Cooled Semen Agreement
Return Shipped Semen Delivery Address Form
Enclose Non-Refundable Booking Fee With Contract
Enclose Copy of Mares Papers
Thoroughbred Mares: Copy of "T" Number Furnished by AQHA

MARES COMING TO OHIO PINE VIEW FARMS:

The following should accompany the mare:
Current Negative Coggins Test
A Negative Uterine Culture (for barren mares) Within 30 days
A Current Veterinarian's State Health Certificate
A Current Worming & Immunization Record
A Completed Mare Disclosure Statement
Negative EVA test or proof of vaccination for EVA.

AT THE TIME MARE OWNER IS SHIPPED COOLED SEMEN

Breeding Fee Must be paid in full
Shipped Semen Fee Must be paid in full, All major Credit Cards accepted.
All checks are made payable to: OHIO PINE VIEW FARMS LLC

If you have any further questions please contact Debbi Trubee

**OHIO PINE VIEW FARMS
4502 BUTTERBRIDGE ROAD
NORTH LAWRENCE, OHIO 44666
PHONE: 740-815-3545 ~ FAX: 330-854-9437**



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4502 Butterbridge Road
North Lawrence, Ohio 44666
Office: 740-815-3545 ~ Fax: 330-854-9437

WINNIES WILLY

This contract dated _____ is between ("Mare Owner") _____ and Ohio Pine View Farms LLC ("Breeder")., Deborah Cook, Stallion Owner.

One service to Winnies Willy ("Stallion") for the ("Mare") _____ Reg. # _____ Breed _____ for the 2011 season at _____

Carry _____ Embryo Transfer (# of embryos) _____

Wet _____ Dry _____

1. Fees and Expenses:

- Charges:** A booking fee of \$_____ is due with signed contract. Balance of the stud fee \$_____ is due before or when mare arrives at farm or prior to the first shipment of semen. Should more than one embryo result from breeding, mare owner must pay an additional Stud Fee. There is a Chute Fee of _____ payable prior to breeding.
- On Farm Breeding Expenses:** Boarding, farrier and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Veterinarian expenses will be billed separately and must be paid directly to the veterinarian. To allow Breeder sufficient time to prepare the final billing statement, the Breeder requires 48 hours advance notice when the Mare Owner wishes to remove the Mare from the farm.
- Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received. In the event that the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare. Visa and MasterCard are accepted, **there is a 3.5% Service Fee for Credit Cards.**

2. Mare Registration: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. Farm Breeders Condition and Treatment:

- The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition, is free from infection and disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this agreement. Prior to arrival at the breeding farm, mare must have a veterinarian's health certificate including worming, and immunization records, and current Coggins test. Influenza, Rhinopneumonitis and **EVA*** vaccines must be given before the mare arrives. If these documents are not presented upon the mare's arrival, the breeder shall have the attending veterinarian make proper tests and evaluations at the mare owner's expense. **(*You must have documentation of the EVA vaccine from your veterinarian or documentation of either a positive or negative EVA test from an approved laboratory 30 days prior to arrival on the farm.)**
- Breeding Method for on farm mares is at the sole discretion of the breeder and the attending veterinarian. The breeder agrees to diligently try to settle the mare, however if the mare should not settle, the breeder shall be held harmless.
- A mare deemed not in sound breeding condition by the attending veterinarian shall not be bred. In such a case, the mare owner may substitute another mare within the same breeding season.

4. Farm Waiver of Liability: Mare owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that the breeder services. The breeder will exercise reasonable care in caring for and supervising said horses. Other than as provided in this agreement, the Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal or foal in-utero is the sole responsibility of the mare owner.

5. Breeding Season: For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close July 1st of the year on this agreement.

6. Live Foal Guarantee: The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a \$250.00 chute

fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. The Breeder does not guarantee a live foal for any Mare leaving Breeder's Farm unless and until such Mare has been ultrasound thirty (30) days safe in foal by the attending veterinarian. The Breeder may require that the re-breeding be preformed at the Breeder's facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.

7. **Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. Ohio Pine View Farms LLC strongly recommends the purchase of embryo insurance
8. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Ohio Pine View Farms LLC that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc).
9. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
10. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. If another stallion is not available, this contract will become null and void, the Stud Fee will be refunded to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.
11. **Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
12. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

Insurance Co. Name:_____ Policy#: _____Emergency Phone: _____

Mare Owner Information:

Breeding Farm: Ohio Pine View Farms LLC

Mare Owner/Agent Signature

Agent for Stallion Owner – Deborah Cook

Daytime Phone

Cell Phone

Date

Address

City, State, Zip

Email

Winnies Willy

Transported Semen Contract

This agreement is entered into on the date recorded below by the duly qualified member of Deborah Cook, known as "STALLION OWNER", Roger Landis, know as 'STALLION MANAGER' and the 'MARE OWNER' whose name or signature appears below. All parties agree that they have executed a breeding contract to breed the mare named below to Winnies Willy. In addition to the duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute transported cooled semen agreement for the breeding season mentioned below.

All parties agree that every semen shipment to the MARE OWNER shall be at a cost of **\$200.00 Canadian shipments are \$250.00 US and the cost of Export Documents.** If semen is needed the same day via an airline MARE OWNER will be responsible for the additional charge of **\$100.00** to counter to counter ship the semen. All fees must be paid in advance of the shipment of semen. Visa and MasterCard are accepted. In addition, prior to the first shipment of semen all breeding fees must be paid in full.

1. The MARE OWNER certifies that STALLION MANAGER is obligated to transport cooled semen to the address of record, which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment, the semen will be shipped to the last known address of record provided by the MARE OWNER to the STALLION MANAGER.
2. The mare owner certifies that the address of record for the shipment is a suitable facility for the artificial insemination of the mare contracted to be bred. It is imperative that the MARE OWNER'S veterinarian be aware of the mare's current breeding status and that she is, in fact, ready to breed. It is the STALLION MANAGER'S stated preference that all shipments are made to and inseminations performed at established breeding farms. The mare owner certifies that only the mare that is the subject of the breeding contract shall be inseminated by the shipped semen of Winnies Willy.
3. A contract for cooled semen does not guarantee that semen will be available on the day you submit your request. Mares to be bred to Winnies Willy in residence at STALLION MANAGER'S will be given priority for semen.
4. Collection days are Monday, Wednesday and Friday. A 24hr notice is preferred for any order of semen.
5. STALLION MANAGER shall ship semen collected from Winnies Willy in an appropriate chilled semen container by an overnight courier. STALLION MANAGER and STALLION OWNER further certify that the semen when collected will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.
6. The MARE OWNER agrees to comply with all AQHA, APHA or other breed association requirements concerning the use and handling of Transported Cooled semen. The MARE OWNER shall properly send the appropriate copies of the Collection/Insemination Certificate to their breed association and to the STALLION MANAGER at the address appearing below.
7. All parties to this agreement agree that the obligations of performance by the STALLION OWNER and the STALLION MANAGER shall be met when the chilled semen shipment is accepted at the address of record as provided by the MARE OWNER. Acceptance shall be defined as the contract expedited parcel delivery carrier actually delivering the shipment container to the address of record and receiving. All parties to this agreement agree that the risk of loss transfers to the MARE OWNER upon acceptance of delivery.
8. The STALLION OWNER and the MARE OWNER shall execute a "Transported Semen Breeders Certificate" and shall comply with any parentage verification as required by the AQHA, or their respective breed association. This agreement is limited to the breeding season for the year of **2012**.

Mare Name

Mare Owner

Date

Mare Owner Signature

Date

**OHIO PINE VIEW FARMS LLC
4502 BUTTERBRIDGE ROAD
NORTH LAWRENCE, OHIO 44666
OFFICE: 740-815-3545 ~ FAX: 330 854-9437**

Shipped Semen Information



Mare's Name: _____ Reg#: _____

Address to be shipped to (FedEx)

Name: _____

Street Address (No PO Box) : _____

City, State, Zip: _____

Phone: _____ Cell Phone: _____

Saturday Delivery Available At Above Address: ____ Yes ____ No

If checked no, please provide a Saturday address below:

Please note: it is the mare owner's responsibility to check the availability of Saturday FedEx delivery

Closest Major Airport Name and City: _____

Shipments must be pre-paid with check or credit card

**Credit Card Information: * please note a 3.5% Service fee will apply to
Credit card transactions**

Please charge my Credit Card for all fees incurred in breeding my mare:

_____ Visa _____ MasterCard

Name of Card Holder: _____

Billing Statement Address: _____

Card #: _____ Exp. Date: _____

3 digit # on back of card: _____

Signature: _____ Date: _____

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