

Pollyrich Farms, LLC

468 Ballard Canyon Road ~ Solvang, CA 93463 ~ (805) 688-0220

Recipient Mare Lease/Purchase and Boarding Agreement

The undersigned confirms a lease for one Recipient mare for \$ _____ for the donor mare _____, for the _____ breeding season. Lease is made under the following terms and conditions:

1. A non-refundable lease fee of \$ _____ for and Embryo Transfer will be paid by the Mare Owner upon execution of the agreement. At the 30 day pregnancy check, the Mare Owner is responsible for all board, veterinary, Ferrier bills and other expenses while Recipient Mare remains on **POLLYRICH FARMS, LLC** property, up to the time the resulting foal is weaned from the Recipient Mare (approximately 5 months of age). Recipient Mare may be purchased from **POLLYRICH FARMS, LLC**, after being checked in foal at 30 days, with the additional payment of \$ _____ plus sales tax for California State only.
2. Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his/her custody. Mare Owner shall **pay within 10 days of monthly** billing for care and feed at the rate of \$ _____ per day/stall, or \$ _____ per day outside. All overdue accounts shall bear a finance charge of 1.5% per month (18% annual percentage rate). An account delinquent 60 days shall be grounds for ceasing veterinary and breeding services and dismissal from **POLLYRICH FARMS, LLC**.
3. Stallion Manager will exercise judgment in care and supervision of mare and/or foal. Stallion Manager's veterinarian will examine mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety and breeding soundness of the mare and or foal. All veterinary and Ferrier expenses will be paid by Mare Owner.
4. The mare shall be in a healthy and sound breeding condition, free from infections, contagious or transmittable diseases. A veterinarian's health certificate plus a health, worming and immunization record must accompany the mare. Stallion Manager reserves the right to refuse mare if not in proper condition.
5. Mare Owner agrees to pay \$ _____ foaling fee and \$ _____ per day for foaling stall to have mare and foal on the premises of **POLLYRICH FARMS, LLC**.
6. Stallion Manager agrees to diligently try to settle Owner's mare. Mare Owner agrees to give Stallion Manager ample opportunity to settle the mare (having bred her through at least three heat periods). If, however, for any reason the mare does not settle, Mare Owner will hold Stallion Manager and Stallion Owner harmless. The above applies to the normal breeding periods, February 15 through August 15 of each year. Breedings to occur at other time periods must be previously arranged.
7. a. Stallion Owner/agent guarantees live foal from the breeding contacted herein. Live foal is defined as a foal that stands and nurses without assistance within 24 hours. Should the Mare prove not to be in foal or aborts, or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Owner/Agent in writing within ten days of the foaling date (or the date the Mare I proved not to be in foal or aborts); such notice shall be accompanied by a written statement from a licensed veterinarian verifying that the foal is not "live" as defined above or has been aborted as stated above. Under the foregoing circumstances and upon receipt of the specified notice and the original breeder's certificate, it is agreed that the Stallion Owner/Agent shall give to Mare Owner a free season the following year after payment of another non-refundable booking/handling fee is paid.
b. A Breeder's Certificate will be issued when Mare Owner notifies **POLLYRICH FARMS, LLC** of the foal, and when full payment of all amounts due have been received.
8. Neither **POLLYRICH FARMS, LLC**, it's employees, agents or representatives, the Stallion Manager a any person associated with the Stallion Manager shall have any liability for death, sickness, disease, injury and/or accident suffered during the time the mare and, if applicable, foal at side, are in the custody of **POLLYRICH FARMS, LLC** whether or not caused by **POLLYRICH FARMS, LLC's** negligence or negligence by it's employees or agents. Thus, all risk related to the breeding of the mare, and, if applicable, foal at side, are to be borne by Mare Owner. Mare Owner authorizes **POLLYRICH FARMS, LLC** to obtain necessary veterinary and farrier care for the Mare and any foal at her side while under the control of **POLLYRICH FARMS, LLC**. Mare Owner/Agent also authorizes **POLLYRICH FARMS, LLC** to perform medical treatment for Mare or foal as directed by a veterinarian. Mare Owner is not liable for death, sickness, and/or accident caused to the Stallion. Should a dispute arise between the parties to this Agreement, the party prevailing in any arbitration, or court proceeding shall be entitled to recover such attorney's fees and costs as the arbitration or court shall deem just and reasonable.
9. It is further agreed that should the Stallion die or become unfit for service, or be sold, then this contract shall become null and void, and any money, less the booking fee, paid on the Stallion Fee will be refunded to Mare Owner, if said mare is not in foal at that time.
10. This agreement is not transferable or assignable. In the event the mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid.
11. This Agreement shall be construed and enforced under the laws of the State of California. Jurisdiction for any arbitration or court proceeding shall be in the County of Santa Barbara.
12. When Stallion Manager and Mare Owner sign this agreement, it will then be binding on both parties, subject to the above terms and conditions.
13. The Mare Owner/Agent shall provide in writing, a signed release authorizing **POLLYRICH FARMS, LLC** to deliver owner's animal(s) to a designated shipping company, or agent, for transportation away from the premises. If time does not permit the delivery of such written release, the owner agrees that his/her or agent's verbal communication of release will substitute for a written release and will not hold **POLLYRICH FARMS, LLC** liable for releasing the animal(s).
14. The Mare Owner/Agent agrees that he/she has made themselves familiar with the facilities at the farm where the stallion stands and that he/she is also familiar with and approves of the care provided by **POLLYRICH FARMS, LLC**.
15. THE ANIMALS DESCRIBED HEREIN SHALL ARRIVE AT **POLLYRICH FARMS, LLC** PROPERLY IDENTIFIED. THE MARE OWNER/AGENT SHALL PROVIDE **POLLYRICH FARMS, LLC** WITH A COMPLETE REPORT OF ALL PAST FOALING DATES, THE SIRE OF ALL PREVIOUS FOALS, ANY PECULIARITIES OF THE MARE AND ANY OTHER INFORMATION THAT MAY BE PERTINENT OR HELPFUL IN HANDLING OR BREEDING OF SAID MARE.

NAME OF MARE	YEAR FOALED	BREED	REGISTRATION#
SIRE	DAM	DESCRIPTION	
PRINT NAME OF STALLION MANAGER		PRINT NAME OF MARE OWNER/AGENT	
SIGNATURE NAME OF STALLION MANAGER	DATE	STREET ADDRESS	
PRINT NAME OF STALLION OWNER/AGENT		CITY/STATE/ZIP/COUNTRY	
SIGNATURE OF STALLION OWNER/AGENT	DATE	() HOME PHONE	() CELL PHONE
SIGNATURE OF MARE OWNER/AGENT			DATE