

# Pollyrich Farms, Inc.

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

## Boarding & Breeding Agreement

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between POLLYRICH FARMS, INC., a California Corporation (hereinafter referred to as "PF") and \_\_\_\_\_, (hereinafter referred to as "Owner"), at SOLVANG, CALIFORNIA.

### RECITALS

PF provides board, care, and foaling services upon the terms, conditions, and covenants set forth herein. **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Recitals. The above Recitals are made a part of this Agreement.
2. Owner certifies that they are the legal and registered owner of the following described mare (hereinafter the "Mare") and have the right to enter into this Agreement.

**Mare's Name:** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**Breed:** \_\_\_\_\_ **Registration No:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Height:** \_\_\_\_\_

**Stallion** that Mare is being bred to or in foal to: \_\_\_\_\_

**Breed:** \_\_\_\_\_ **Registration No:** \_\_\_\_\_

3. Fees. The following fees will be charged to Owner in this Agreement (as applicable):

**\$750.00** Refundable board deposit, due upon horse's arrival

**\$550.00** non-refundable booking and handling fee, payable upon signing this Agreement

**\$950.00** foaling fee (breed at Pollyrich Farms)

**\$1,100.00** foaling fee (not breed at Pollyrich Farms)

**\$37.00** per day stall fee or **\$38** foaling stall

**\$32.00** per day outside board

**\$4.00** per day for foal at side

The following terms shall apply to all fees herein:

- a) All payments shall be made by personal or cashier's check in U.S. Dollars, payable to Pollyrich Farms, Inc.;
- b) All stall, board, foaling, and other necessary charges are invoiced on a monthly basis and payment is to be received by PF within fifteen (15) days from the date on the invoice ("Due Date"). Any amounts not received shall bear a late charge of \$25.00 or 1.5% per month, whichever is greater on the amount outstanding.
- c) All veterinarian, transportation, and farrier expenses will be paid by Owner. In the event that PF incurs veterinarian, farrier, or transportation expenses on behalf of Owner, Owner shall reimburse PF upon invoicing;
- d) All costs for semen and shipping shall be paid by Owner.

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4. Mare Owner's Duties and Warranties. Owner represents that the Mare will:
- a) Be healthy, ready to breed, and physically capable of carrying a foal to birth;
  - b) The Mare is current on all her immunizations, including Equine Rhinopneumonitis;
  - c) Owner, at their expense, shall have a veterinarian perform multiple pregnancy examinations of Mare up to 120 days after insemination;
  - d) Owner acknowledges that the breeding season shall be February 1 through August 31 of each year. Breedings may occur at other time periods, subject to a written agreement between the parties;
  - e) Unless otherwise agreed to between the parties in writing, PF does not guarantee a live foal from the breeding contracted herein. "Live foal" is defined as a foal that stands and nurses without assistance within 24 hours of birth; f) Prior to the mare or foal's departure from PF, all fees and other expenses must be paid in full;
  - g) In the event this Agreement is signed by the agent of the Owner, that agent represents they have full authority to bind the Owner to this Agreement in every respect;
  - h) Owner is familiar with and approves of the care and facilities of PF.
5. Breeding and Embryo Transfer. Unless otherwise agreed to in writing between the parties, all breeding is through artificial insemination. Owner is solely responsible to pay for all arrangements for shipment of the semen to PF or Owner's veterinarian directly. All embryo transfers are at Owner's expense and will be done by Alamo Pintado Equine Medical Center, or such other veterinarian authorized by Owner, in writing. Storage of any frozen semen, not used in the current breeding season, will incur the current monthly storage fees charged by PF.
6. Authorization by Owner. Owner and/or their agent signing this Agreement hereby authorize PF to obtain any and all veterinarian care that in PF's sole discretion is necessary for the health and safety of the Mare and/or its foal. Any and all such veterinarian expenses shall be the sole financial responsibility of the Owner.

Customer authorizes PF to solicit any veterinary services necessary or proper for the Mare, or her foal's, well being at the expense of Customer. PF agrees to attempt to contact Customer at the numbers listed below, should any emergency with the Mare or her offspring occur. All veterinary procedures and/or medications will be billed by the veterinarian on a monthly basis and are payable upon receipt. **Please check box below which applies.** No box marked indicates the customer accepts PF's decision.

Should communication with Customer not be established and emergency surgery, such as colic surgery, at a minimum cost of \$8,000.00 be necessary, Customer authorizes this surgery.

Should communication with Customer not be established, emergency surgery is not to be performed.

If Customer's account with PF becomes more than thirty (30) days past due, then upon ten (10) days written notice to Customer at the address listed herein below, PF may sell some or all of the horses at public auction and/or private sale in a commercially reasonable manner. PF shall be entitled to retain the proceeds of said sale an amount equal to the past due balance of Customer, PF's actual costs and attorney's fees relating to Customer's default and, if any of Customer's horses remain in PF's care, custody and control, an amount sufficient to compensate PF for six (6) months of board and care for said remaining horse(s). Any balance remaining from said sale shall be paid to Customer.

7. Waiver of Claims and Indemnity. Owner waives any and all claims against PF and its owners, agents, assigns, contractors, and employees, for any and all injury to Owner, its business, agents, employees, and owners, for any losses of any nature or kind, including, but not limited to, loss to business; damage to property; injury, illness, or death to Horse; injury, illness, or death to any other horse of Owner; injury, illness, or death to Owner, its agents, employees, invitees, or any other person, for any cause whatsoever. Owner shall indemnify, defend, and hold harmless PF and its owners, agents, employees, and assigns from and against any and all liabilities, claims, damages, costs, suits, and attorney fees arising out of this Agreement, including, but not limited to claims for bodily injury, death, or property damage.

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8. Miscellaneous Provisions.

- a) This Agreement shall be governed by the laws of the State of California and jurisdiction and venue for all purposes shall be Santa Barbara, California.
- b) In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to attorney fees and costs.
- c) If any part of this Agreement shall be determined to be void, the remainder of the Agreement shall remain in full force and effect.
- d) This is the entire agreement between the parties. Owner shall not assign, in whole or in part, any part of this Agreement without the written consent of PF.
- e) This Agreement may only be amended in writing, signed by Owner and PF.
- f) This Agreement may be signed in counterparts, and signature by facsimile shall be deemed an original for all purposes.
- g) This Agreement shall not be construed for or against the drafter of this Agreement.
- h) This Agreement may not be assigned in whole or in part by Owner without PF's written authority. i) In the event of default by Owner, PF shall have a lien on any of Owner's horses at PF, pursuant to the California Livestock Lien Law (Civil Code §3080, et seq.).
- j) Each party by their signature below confirms that they have read and understands this Agreement.
- k) Owner agrees to give PF 30 days written notice prior to relocating Horse.
- l) PF reserves the right upon 30 days' written notice to Owner to change any of the terms herein.

**POLLYRICH FARMS, INC.**

Manager (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER/AGENT**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Agent

for: \_\_\_\_\_ Signature: \_\_\_\_\_ Address:

\_\_\_\_\_ City, State, Zip: \_\_\_\_\_ Cell

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Initial here:** \_\_\_\_\_