



**NANDI VETERINARY ASSOCIATES LLC & NANDI FARMS**

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*Diplomate, American College of Theriogenologists*

**NUCLEAR BREEZE**

**2010 BREEDING CONTRACT**

**SERVICE FEE \$3,000**

Name of Mare \_\_\_\_\_ Year Foaled \_\_\_\_\_ Tattoo \_\_\_\_\_

Mare's Sire \_\_\_\_\_ Mare's Dam \_\_\_\_\_

Dam's Sire \_\_\_\_\_

Mare's Race Record \_\_\_\_\_ Lifetime Earnings \_\_\_\_\_

Mare's Status: Maiden \_\_\_\_\_ Barren \_\_\_\_\_ Foaling \_\_\_\_\_ (Due Date/Foaling Date) \_\_\_\_\_

2009 Bred to \_\_\_\_\_ Result \_\_\_\_\_

2008 Bred to \_\_\_\_\_ Result \_\_\_\_\_

Owner of Mare \_\_\_\_\_ Phone # \_\_\_\_\_

Owner Address \_\_\_\_\_ Fax # \_\_\_\_\_

\_\_\_\_\_ Cell # \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

Contact Person \_\_\_\_\_

Location of Mare for Breeding in 2010 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Cell # \_\_\_\_\_ Email \_\_\_\_\_

FedEx or UPS Account # \_\_\_\_\_

*See the attached breeding shed rules for Standardbred stallions, or visit our website for more information.*

**I have read and agree to the terms and conditions on the reverse side.**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Owner of Mare

**Accepted for Nandi Farms:**

By \_\_\_\_\_

Date \_\_\_\_\_

Neither Nandi Farms nor Nandi Veterinary Associates LLC nor their officers, agents, or employees shall be liable for any injury, disability, or death suffered by any horse or mare, or her offspring, from any cause whatsoever, while in the care, custody, or control of Nandi Farms or Nandi Veterinary Associates LLC, and the undersigned agent specifically agrees to this condition and hereby waives and releases all and every claim for damages resulting from such injury, disability, or death.

The undersigned acknowledges and agrees that in the event semen is transported off the premises of Nandi Farms or Nandi Veterinary Associates LLC for insemination, Nandi Farms or Nandi Veterinary Associates LLC shall not be responsible for any errors, injury, or disease resulting from the insemination of the above-referenced mare. Nandi Farms or Nandi Veterinary Associates LLC will make every effort to ship optimal semen but cannot guarantee quantity or quality of sperm. Semen handling fees are due at time of service.

The service fee is due and payable when the mare has a foal that can stand and nurse ("live foal"), or when the mare changes ownership, whichever occurs first. However, Nandi Farms / Nandi Veterinary Associates LLC at its option may require the service fee to be paid before the mare leaves the farm or immediately upon demand if Nandi Farms / Nandi Veterinary Associates LLC determines that timely payment may be in jeopardy. Nandi Farms / Nandi Veterinary Associates LLC shall presume the birth of a live foal one calendar year after breeding unless owner proves that no live foal was born. All charges, including veterinary fees, farrier fees, and board, which accrue at Nandi Farms / Nandi Veterinary Associates LLC must be settled before a mare is removed from the premises of Nandi Farms / Nandi Veterinary Associates LLC. Terms are net thirty (30) days. If full payment is not received within thirty (30) days from the date of invoice, a late payment penalty will be imposed in the amount of 2% per month compounded monthly.

All costs and expenses incurred in connection with collection of any amounts due hereunder shall be borne by the undersigned. Nandi Farms / Nandi Veterinary Associates LLC shall not issue any mating certificates until all charges due Nandi Farms / Nandi Veterinary Associates LLC have been paid in full.

The undersigned agrees that service of any notice, process, or pleading in any action or proceeding arising out of or in connection with this booking contract is properly made and shall confer personal jurisdiction if mailed to the undersigned at the address set forth above by certified mail, postage prepaid, return receipt requested, or by overnight courier; the undersigned hereby consents that any action or proceeding against it may be commenced and maintained in York County within the Commonwealth of Pennsylvania by service of process as set forth above; and the undersigned agrees the courts of the Commonwealth of Pennsylvania shall have jurisdiction and venue is proper with respect to the subject matter hereof and the person of owner and the undersigned. Notwithstanding any of the foregoing, Nandi Farms / Nandi Veterinary Associates LLC, in its discretion, may also initiate proceedings in the courts of any other jurisdiction in which owner or the undersigned may be found or in which any of owner's or the undersigned's properties may be located.

The undersigned and Nandi Farms / Nandi Veterinary Associates LLC agree that this contract was formed in the Commonwealth of Pennsylvania. This booking contract shall also constitute a security agreement. Owner hereby grants to Nandi Farms / Nandi Veterinary Associates LLC a lien and security interest in and to the above-named mare and any offspring of the mare arising out of this contract. Nandi Farms / Nandi Veterinary Associates LLC shall have all the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code, including, but not limited to, the right to sell collateral in satisfaction of its lien. The undersigned hereby appoints Nandi Farms / Nandi Veterinary Associates LLC as its attorney-in-fact to do all acts and things on behalf of the owner that Nandi Farms / Nandi Veterinary Associates LLC may deem necessary or desirable to effectuate Nandi Farms / Nandi Veterinary Associates LLC's rights under this agreement, including without limitation the filing of financing statements to perfect the security interest granted hereby and execution of documents required by the USTA or any other entity to register, sell, or transfer to Nandi Farms / Nandi Veterinary Associates LLC or any designee thereof any horse upon which Nandi Farms / Nandi Veterinary Associates LLC has a lien hereunder.

In the event of default hereunder, owner and the undersigned hereby authorize and empower any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for owner and the undersigned, to appear for and confess judgment against owner or the undersigned in favor of Nandi Farms / Nandi Veterinary Associates LLC at Nandi Farms / Nandi Veterinary Associates LLC's sole discretion for recovery by Nandi Farms / Nandi Veterinary Associates LLC of possession of the mare or foal or for the amount due under this contract, and reasonable attorney's fees, which term shall mean the greater of actual attorney's fees, \$2,500.00, or ten percent (10%) of the amount owed by owner and the undersigned for which this contract, or a copy hereof verified by affidavit, shall be a sufficient warrant, owner and the undersigned hereby certify that this contract is made for business, not personal, family or household reasons.

The undersigned has read the foregoing, acknowledges that he or she has had an opportunity to discuss the provisions thereof with legal advisors, and by signing this document signifies the intent to be legally bound thereby and to legally bind the principals, if any, that he or she represents.