



# PERRETTI FARMS

P.O. BOX 410 • CREAM RIDGE, NEW JERSEY 08514 • DAILY 609/259-7555 • FAX 609/259-3649

## APPLICATION FOR BREEDING - NOT A CONTRACT UNTIL COUNTERSIGNED

|  |  |   |  |
|--|--|---|--|
| <b>STANDING AT: Cool Winds Farm, Lima OH</b> |  | <b>BREEDING CONTRACT: 2019</b>  |  |
| NAME OF MARE                                 | Color  | Year Foaled   | Tattoo#                                  |
| <b>STALLION BOOKED: LUCKY CHUCKY</b>         |  | Service Fee <b>\$3,000</b>  | Syn. Mbr. <b>N/A</b>                     |
| OWNER OF MARE                                |  |   |  |
| <b>PERSON RESPONSIBLE FOR BILLING</b>        |  |   | %  |
| Same   |  |   | %  |
| Address                                      |  |   |  |
| City   |  | State   | Zip                                      |
| Telephone                                    |  | Fax   |  |
| Sire   |  | Dam   |  |
| Mare's Breeding History                      | <input type="checkbox"/> YES <input type="checkbox"/> NO |   |  |
| Was Mare bred last year                      | <input type="checkbox"/> YES <input type="checkbox"/> NO | To what stallion  |  |
| Is mare in foal?                             | <input type="checkbox"/> YES <input type="checkbox"/> NO | Last Breeding Date  |  |
| Is mare barren?                              | <input type="checkbox"/> YES <input type="checkbox"/> NO | Is Mare embryo transfer? <input type="checkbox"/> YES <input type="checkbox"/> NO |  |
| <b>Semen Shipping Address:</b>               |  |   |  |
|  |  |   | Telephone                                |
| Mare will be: Trailer Bred                   | Semen Pickup   | Semen Transport <input type="checkbox"/>  | Embryo Transfer <input type="checkbox"/> |
| Fed-Ex Acct#                                 | Shipping address:  |   |  |
| UPS Acct#                                    | City   | State   | Zip                                      |
| Visa/Mastercard #                            | Telephone  |   |  |
| Exp Date                                     | Billing Zip  | Fax   |  |

- The mare is booked specifically by name, tattoo and neither the booking nor this contract shall be sold, assigned, leased or in any other manner transferred without the prior written consent of the syndicate manager or his designee.
- If any charges due and owing in a given month, breeding or boarding including but not limited to service fees, are not paid on or before the 10<sup>th</sup> day of the succeeding month, the owner hereby authorizes PERRETTI FARMS to add to said owner's account a credit service charge of \$.15 for each \$10.00 outstanding. In addition, should PERRETTI FARMS refer such outstanding account to an attorney for collection, the owner herein consents to pay an attorney's fee of 33-1/3% of all such sums, interest, and late charges due, together with all costs and expenses of any legal action instituted.
- Service fees are due and payable when the mare has a live foal, or is removed from the farm, or changes ownership, whichever comes first. All accounts, both stallion fees and board bill, must be settled before the mare is removed from the farm. Any sales or use taxes, if any, applicable to the breeding shall be the responsibility of the owner of the mare in addition to the service fee. If the mare fails to produce a live foal and the service fee has been previously paid, the service fee will be refunded provided a written claim, accompanied by a veterinary certificate, is presented within 30 days from the date of this contract, the service fee is due and payable immediately if the mare is leased or offered for sale or if there is a change in ownership of the mare owner. All such service fees are non-refundable by the Syndicate Manager and there does not exist any guarantee of live foal nor any right of the mare owner to a return breeding.
- All owners of the mare and agents of the owners shall have joint and several liability for all amounts due under this agreement.
- PERRETTI FARMS reserves the right to test visiting mares for infection at the expense of the owner. No barren mare, maiden mare or mare that foals under suspicious circumstances will be bred to any of our stallions without having first passed these tests. PERRETTI FARMS reserves the right to reject any mare deemed physically unfit for breeding before or after such treatment.
- Neither PERRETTI FARMS, nor its directors, agents or employees, shall be liable for any injury, disability or death suffered by any horse, from any cause whatsoever, while in the custody of PERRETTI FARMS, and the undersigned owner specifically assents to such condition, and waives any and all claims to damage resulting from any such injury, disability or death. The foregoing waiver specifically included but is not limited to a waiver of any and all claims for damages directly or indirectly resulting from infection, illness, disease, fire, injury or death of any animals and PERRETTI FARMS, the owners of the stallion, the syndicate manager and any agents, servants or employees of PERRETTI FARMS, the owners of the stallion or the syndicate manager are hereby released from liability.
- All mares must be standardbred and registered with the U.S.T.A. No blind mares accepted. All mares entering PERRETTI FARMS must be accompanied by or have sent in advance a negative Coggins test taken within 6 months. The undersigned owner hereby agrees to all of the terms and conditions specified above and represents that all information regarding the mare contained herein is true and accurate.
- If the stallion shall in any way become unfit for services before servicing the mare, or if the mare should die or otherwise become unfit to be bred supported by a veterinarian certificate, this contract is and shall be null and void. Mare owner shall notify immediately the farm in writing if mare dies or otherwise becomes unfit to be bred.
- Neither PERRETTI FARMS, the syndicate manager or the owners of the stallion make any representation regarding the stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become impregnated.
- There shall be no modification, waiver, amendment, cancellation or abandonment of any of these terms or of the agreement unless the same is in writing and signed by the parties.
- This agreement, and the application or construction thereof, shall be governed exclusively by its terms and by the laws of the State of New Jersey. Any disagreements, contests or lawsuit arising out of or relating to this agreement shall be brought in the courts within the State of New Jersey. The parties agree that services of process may be effected by certified or registered mail, return receipt requested, telegram, cablegram or delivered in person to the address of the parties identified herein or by regular mail if certified or registered mail if refused. The parties hereto agree and do hereby waive trial by jury as to any lawsuit.

Perretti Farms  
 Approved by \_\_\_\_\_  
 Date \_\_\_\_\_

Owner  
 Signed \_\_\_\_\_  
 Date \_\_\_\_\_