



WINBAK FARM'S 2019 BOOKING APPLICATION

STALLION: \_\_\_\_\_ STUD FEE: \$ \_\_\_\_\_ SHARE/LIFETIME/OTHER: \_\_\_\_\_

MARE INFORMATION:

MARE NAME: \_\_\_\_\_ YEAR FOALD: \_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_

SIRE: \_\_\_\_\_ DAM: \_\_\_\_\_ SIRE OF DAM: \_\_\_\_\_

OWNER INFORMATION:

OWNER NAME: \_\_\_\_\_ OWNERSHIP %: \_\_\_\_\_ %

CELL/WORK: \_\_\_\_\_ HOME: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MARE'S BREEDING RECORD:

MARE IS (PLEASE CIRCLE ONE): MAIDEN BARREN IN FOAL LAST BRED DATE: \_\_\_\_\_

WAS MARE BRED IN 2018: \_\_\_\_\_ STALLION: \_\_\_\_\_ RESULTS: \_\_\_\_\_

WAS MARE BRED IN 2017: \_\_\_\_\_ STALLION: \_\_\_\_\_ RESULTS: \_\_\_\_\_

WAS MARE BRED IN 2016: \_\_\_\_\_ STALLION: \_\_\_\_\_ RESULTS: \_\_\_\_\_

MARE WILL BE BRED BY: (CIRCLE ONE) PICK UP TRAILER BREED SHIP BY: UPS# \_\_\_\_\_ FEDEX# \_\_\_\_\_

IF BREEDING AT AN ADDRESS OTHER THAN ABOVE PLEASE PROVIDE THE FOLLOWING INFORMATION:

CONTACT NAME: \_\_\_\_\_ FARM NAME: \_\_\_\_\_

HOME: \_\_\_\_\_ CELL/WORK: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HAS THIS MARE EVER HAD A REPRODUCTIVE PROBLEM, A DIFFICULT FOALING, OR ANY HEALTH PROBLEMS? YES / NO

IF YES, PLEASE DESCRIBE PROBLEM: \_\_\_\_\_

IF BOARDING AT WINBAK PLEASE FILL OUT THE FOLLOWING INFORMATION:

HOW LONG WILL MARE BE AT WINBAK (PLEASE CIRCLE ONE): HEAT CYCLE ONLY UNTIL IN FOAL

WITH REFERENCE TO THIS MARE, PLEASE CIRCLE YES OR NO TO THE FOLLOWING: IN FOAL: YES / NO

FOAL AT SIDE: YES/NO BLIND: YES / NO DIFFICULT TO HANDLE: YES / NO DANGEROUS: YES / NO

APPROVED BY WINBAK FARM, LLC.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_

I HAVE READ TERMS AND CONDITIONS:

INITIAL HERE \_\_\_\_\_ DATE: \_\_\_\_\_

THE UNDERSIGNED OWNER OF THE MARE HEREBY APPLIES BASED ON THE INFORMATION SUPPLIED ABOVE, FOR A BOOKING TO THE ABOVE STALLION FOR THIS MARE. THE OWNER OF THE ABOVE MARE HAS READ THE ATTACHED TERMS AND CONDITIONS ON THE BACKSIDE OF THIS DOCUMENT AND AGREES TO IT FULLY. IF WINBAK FARM AND ITS AFFILIATES APPROVE SUCH BOOKING, THEN THIS DOCUMENT WILL BECOME A CONTRACT BETWEEN THE FARM AND THE UNDERSIGNED.

## **TERMS AND CONDITIONS FOR BOOKING AND BOARDING OF MARE(S)**

- (1) The mare is booked specifically by name 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. There is no guarantee of another booking.
- (2) Each mare sent to the Farm must be a registered Standardbred with the USTA and have a tattoo or freeze brand. All animals must also be accompanied with an identification tag on their halter, a signed boarding agreement, a complete vaccination history, and a negative Coggins test taken within ninety days of arrival in order to be accepted on the farm. The Farm reserves the right to test all animals arriving at the Farm for any infection, by cervical swab or otherwise, as its veterinarian deems proper, including A.G.I.D. test, at the expense of the owner and the owner hereby consents to the cancel of any booking contract, without any liability whatsoever and return the animal to the owner at the owner's expense. In the event the Farm notifies an owner of its rejection of any animal, after arrival at the Farm, then the Farm shall have the right to return such animal within 24 hours, in the event that the owner does not arrange for pick-up of rejected animal. Owner warrants that the above is not blind, chronically lame, infected, vicious, or unmanageable.
- (3) Neither the breeding(s) resulting from this contract or any additional breeding during this season may result in more than one foal for the designated breeding season. A Mating Certificate will only be issued for one foal per season. The USTA has final determination of eligible foals.
- (4) No mare will be bred for patrons with over-due accounts, including any unpaid stud fees from prior seasons.
- (5) All farm charges, including transportation, veterinary fees, blacksmith fees, board (\$20/day/horse, \$6/day/foal, \$18/day/weanling/yearling), etc., are to be paid by the owner of the mare, foal and yearling on or before the tenth day of the succeeding month. The undersigned Owner agrees to pay Farm interest at the rate of 2% per month (24% per year) on past due accounts (over 30 days). **We require 24-hour notice prior to the release of all horses. All accounts and board bills must have complete settlement before animal(s) can be released from the farm.**
- (6) If the stallion shall in any way become unfit for service before serving the mare, or if the mare should die or otherwise become unfit to be bred, supported by a veterinary certificate, this contract is and shall be null and void. Mare owner shall immediately notify the Farm in writing if mare dies or otherwise becomes unfit to be bred.
- (7) Except as otherwise set forth herein, the service/stud fee is due and payable immediately when the mare has a live foal. A live foal is one that is able to stand up and suckle. Mating certificates will not be released until two weeks after payment has been cleared, unless payment is made through cashier's check, credit card, or wire transfer.
- (8) Winbak Farm, Stallion Syndicates, its agents, employees and owners of the mentioned stallion shall not be liable for death, injury or sickness suffered by any mare or foal(s) for any cause whatsoever while in custody or control on Winbak Farm property. The owner of the mare agrees to said conditions and waives the right to file claims for damage resulting in such sickness, death or injury.
- (9) UNLESS OTHERWISE WAIVED IN WRITING BY THE SYNDICATE MANAGER 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. If mare goes to auction, stud fees must be paid prior to the sale and said fees are non-refundable.
- (10) Payment of service fee shall be made to the order of:
- |                                  |                               |                                    |
|----------------------------------|-------------------------------|------------------------------------|
| <b>WINBAK FARM, LLC</b>          | <b>WINBAK FARM OF NY, LLC</b> | <b>WINBAK FARM OF CANADA, INC.</b> |
| <b>155 YEARLING ROW</b>          | <b>1200 COUNTY RD 17</b>      | <b>PO Box 26</b>                   |
| <b>CHESAPEAKE CITY, MD 21915</b> | <b>WALDEN, NY 12586</b>       | <b>CALEDON, ON L7C3L6</b>          |
- THE OWNER OF THE MARE AGREES TO PAY A 2% MONTHLY INTEREST CHARGE ON ANY SERVICE FEE NOT PAID WHEN DUE AND PAYABLE.**
- (11) In order to secure payment of agreed upon stud fee, the OWNER hereby consents that WINBAK FARM shall have a "Lien on Livestock" or security interest on the mare and any foal resulting from the service for any outstanding or unpaid charges due but not limited to the stud fee, boarding charges, medication and/or veterinary services. Whether or not the mare or foal are at Winbak Farm, the OWNER further consents to pay for all attorney's fees incurred by Winbak Farm in the event counsel is retained to collect any outstanding balance due under this contract.
- (12) The opening and closing of the breeding season shall be determined by the Farm and shall conform to the USTA and the appropriate State Breeding Association in which the contracted Stallion is registered.
- (13) Semen shipment: Winbak Farm will make every effort to ship optimum doses of semen but, due to varying levels of demand, Winbak Farm cannot guarantee the quantity of cells available for shipment. Winbak Farm will ship no less than proven quantities of cells for practical breeding efforts.
- (14) There shall be no modification, waiver, amendment, cancellation or abandonment of any of these terms of the agreement unless the same is in writing and signed by the parties.
- (15) A waiver of the terms or conditions provided in this contract, on one or more occasions, shall not be deemed a continuing one and all the terms and the conditions of this agreement shall remain in full force and effect.
- (16) This AGREEMENT shall be considered a contract between owner of the mare and appropriate Winbak Farm location, and shall be governed by the laws of the state/Province for where the appropriate farm is located without regard to the principles of conflict of law. The parties agree that the District and/or Circuit courts for the appropriate County/City where the farm is located shall be the exclusive venue for any lawsuits arising out of this AGREEMENT and consent to the jurisdiction of said court. The parties hereto waive their right to elect a jury trial in any dispute involving their rights under this agreement.
- (17) All amounts due under this Agreement, including but not limited to the service fee, interest charges, late charges, and attorneys' fees shall be payable in United States currency, Canadian currency, credit card, or a check approved by the Farm or the Syndicate Manager.

***A foal, conceived by transported semen, is eligible for the New York Stakes program only if its dam was inseminated within New York.***

**WINBAK FARM OF MD: (410)885.3059 • WINBAK OF NY: (845)778.5421 • WINBAK OF CAN: (905)838.2145**

**WWW.WINBAKFARM.COM**