

## FOALING SERVICES CONTRACT

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between University of California at Davis, hereinafter referred to as "Farm," and \_\_\_\_\_, hereinafter referred to as "Mare Owner."

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of \_\_\_\_\_, with the \_\_\_\_\_ Registry, Registration No. \_\_\_\_\_, foaled \_\_\_\_\_, . WHEREAS, Mare Owner wishes to have said mare foaled out by Farm.

IT IS NOW THEREFORE AGREED between the parties as follows:

### Fees

(A) Mare Owner agrees to pay a non-refundable foaling fee of \$200.00 for foaling services in the year 201\_\_\_\_. This payment includes any equipment used during a normal foaling. Should an emergency arise special services will be rendered to save the foal's life unless specified otherwise by Mare Owner. ***These services are not included in the foaling fee and will be billed through the UC Davis Veterinary Medicine Teaching Hospital.***

(B) For the foaling service fee of \$200.00 Farm hereby agrees to foal out the above described mare belonging to Mare Owner.

(C) Farm shall have a lien against the mare and any foal at side until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Owner's account is placed in the hands of an attorney, Owner agrees a minimum fee of \$250.00 shall be assessed as attorney's fees.

### Mare Care and Board

Board and feed shall be covered by our dry mare board price of \$13/day until foal is born when an additional \$2/day will be added for foal board. **Should mare owner wish to have the mare stay on premises longer than 5 days post-foaling the cost of mare care shall be \$20/day.** Should the mare owner decide to breed to a Farm owned stallion a reduced mare care fee will be applied.

Mare Owner hereby states that he has inspected the premises of the breeding facility, including the facilities in which the mare is to be kept and is satisfied with their condition, upkeep and safety. Mare Owner agrees that the standard of care to be imposed upon Farm is that of ordinary care of a prudent horse owner and not that of compensated Bailee.

It is understood that the breeding season for Farm commences on February 1 calendar year and terminates July 1 of the same calendar year. Mares who do not foal within said breeding season as above described will require transfer to another facility of Mare Owner's choosing at the expense of Mare Owner. In the event Mare Owner does not transfer said mare and foal by July 20<sup>th</sup> of said calendar year an adjust mare care rate of \$35/day will be applied.

### General Conditions

Mare Owner agrees to furnish a negative Coggins Test (Swamp Fever) if coming from out of state prior to mare's arrival at the breeding farm. All mares shall be accompanied upon arrival by a health certificate indicating a current vaccination for equine influenza, tetanus, and encephalitis. Mares not accompanied by said certificate will be vaccinated shortly after arrival at Farm at the expense of Mare Owner. Mare Owner understands and agrees that upon arrival at the breeding facility, the mare may be cultured and examined by a licensed veterinarian selected by Farm, at Mare Owner's expense. Mare Owner authorizes Farm, to engage performance of such other veterinary services, as Farm may deem necessary for the proper treatment, care and protection of the mare and/or foal at side. This is to be done at the Mare Owner's expense and will be billed and payable as above described.

In the event of colic or life threatening illness of the mare, all means available will be utilized to save said

Please initial if mare owner understands the above agreements: \_\_\_\_\_

mare unless otherwise instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith. Mare owner will try to be contacted via phone prior to any high expense treatments.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the mare and/or foal. This includes, but is not limited to, any personal injury or disability which the Mare Owner or Owners may receive while on the premises of the breeding facility. Mare Owner fully understands that Farm does not carry any outside horses in its possession, custody or control for breeding and boarding on any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be born by the Mare Owner or Owners. Farm strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner. The standard of care applicable to Farm is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Farm be held liable to Mare Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. Mare Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Mare Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Mare Owner agrees to disclose this entire agreement to Mare Owner's insurance company and provide Farm with the company's name, address and policy number. Failure to disclose insurance information shall be at Mare Owner's risk.

Mares that are not halter broken will not be accepted. Owner agrees to submit a completed Horse Information Sheet at least five days prior to the mare's arrival on the premises of the breeding facility. Mare Owner understands and agrees that the mare may be tranquilized for breeding purposes if deemed reasonable or necessary by Farm.

Inherent Risks and Assumption of Risk

The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Each party should separately initial additional agreements. If none, check here \_\_\_\_.

University of California at Davis

Mare Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please initial if mare owner understands the above agreements: \_\_\_\_\_