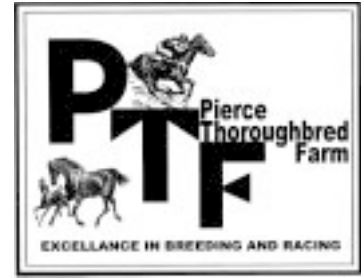


# PIERCE THOROUGHBRED FARM BREEDING CONTRACT



ALL BREEDING FEES, VETERINARIAN FEES, BOARD AND OTHER CHARGES ARE DUE AND PAYABLE BEFORE MARE OWNER RETAKES POSSESSION OF THIS MARE - NO EXCEPTIONS WILL BE MADE WITHOUT PRIOR APPROVAL.

**The parties hereto contract One (1) Stallion Service for the 2007 breeding season to Indies (GB), 2001, by A. P. Indy x Cinnamon Sugar (Ire), by Wild Again**

**For the Mare:** \_\_\_\_\_,

**Whose registration is:** \_\_\_\_\_

**Her Sire is:** \_\_\_\_\_

**and her Dam is:** \_\_\_\_\_

**The Sire of her Dam is:** \_\_\_\_\_

**Mare is (circle one): IN-FOAL - WITH FOAL - BARREN - MAIDEN.**

**If this Mare has a foal by her side, her date of foaling is:** \_\_\_\_\_

**and the Sire of her foal is:** \_\_\_\_\_

1. BREEDING FEE: The breeding fee for this season is \$ \_\_\_\_\_ due \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_. The foaling fee, if applicable is \$ \_\_\_\_\_. The non-refundable booking fee of \$ \_\_\_\_\_ (deducted from total breeding fee) is payable and due upon the execution of this contract. The booking fee is **NOT** refundable or applicable to any other charges, fees, boarding charges, veterinarian, farrier, or interest. The remainder of the total breeding fee plus veterinarian and boarding charges shall be paid before owner retakes possession of this mare. Pierce Thoroughbred Farm, Stallion Owners, and/or Authorized Agents shall have possessory lien under New Mexico law on mare and/or foal for all unpaid bills or charges. Should it be necessary to collect, the Mare Owner shall be responsible for all attorneys fees and all court costs for fees and charges due hereinunder. Finance charges of 2% per month (24 % per annum) will be charged on all accounts over thirty days in arrears. Payment for breeding fee should be payable to ***Pierce Thoroughbred Farm.***

2. MARE CARE: Daily Board shall be at the rate of \$ \_\_\_\_\_ per day while at Pierce Thoroughbred Farm. Mare Owner agrees that the above mare shall be in healthy and sound breeding condition. This contract will be our authorization to have this mare and/or foal examined and/or treated by our veterinarian or a veterinarian of our choice at the Mare Owner's expense. Mare Owner shall be responsible for all veterinary expenses relating to the above mare. It is understood and agreed to by the Mare Owner that Pierce Thoroughbred Farm and/or its representatives and agents will exercise their best judgement in the care, feeding, and supervision of the mare and/or foal but shall not be responsible for injury, accident, sickness, or death of the above mare and/or foal. Mare Owner represents that this mare is halter broke to lead.

3. MARE REGISTRATION: Pierce Thoroughbred Farm requires that Mare Owner furnishes a complete copy of this mare's registration certificate including the ownership section, before mare is bred. Failure to provide this registration certificate constitutes grounds to reject this mare for breeding and constitutes breach of contract.

4. MARE HEALTH: In the event, after acceptance, Pierce Thoroughbred Farm decides, due to the mare's health or other reasons, that they cannot settle or do not desire to attempt to settle this mare, said farm has the right to notify the mare owner of this decision, collect any veterinarian fees and/or boarding charges and thereby cancel and reject this service.

5. SINGLE LIVE FOAL: This contract will guarantee Mare Owner a single, live foal that stands and nurses under the following terms: Pierce Thoroughbred Farm, Stallion Owners and/or its Representatives and Agents shall use their best diligent effort toward settling this mare, but in the event she is not settled at the end of the breeding season (July 1 of the year bred), the Mare Owner shall hold the next (one additional breeding season only) breeding season at the same breeding fee. In addition thereto, in the event the foal does not stand and nurse, or the mare produces twins or a dead foal, or the mare slips or aborts, and a veterinarian so certifies, the mare owner shall also have the right to return the mare or another mare for the next breeding season at the same breeding fee; or under the terms of syndicate or partnership agreements where applicable. This live foal guarantee and the right of return are null and void and the Mare Owner will be in breach of contract if this mare is ridden, trained for any competitive event, performance activity, jumped over hurdles, obstacles, or jumps, or race-trained or raced within one (1) year of the last breeding date. In all circumstances, the stallion fee listed above, must be paid and no refund of any fees, charges, or expenses will be made.

6. BREEDERS' CERTIFICATE: Stallion Breeders' Certificates shall normally be issued upon birth of the foal, or under terms of syndicate or partnership agreements where applicable or when issued by the Jockey Club or AQHA. Under unusual circumstances, the certificate may be issued when the Mare Owner retakes possession of the mare, however, breeders' certificates will never be issued until the stallion breeding fee, mare boarding charges, veterinarian and all other board charges are paid in full.

7. OWNER/AGENT: With his signature, Mare Owner hereby certifies that he is the complete and legal owner or authorized agent of the above mare and said horse is free of all liens, judgments, mortgages, or other encumbrances.

8. SIGNATURE: Upon signing, this contract shall become binding upon both parties, subject to New Mexico law and to the above terms and conditions, signed: **(Today's Date)** \_\_\_\_\_, **20**\_\_\_\_\_.

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**TOM or PRUDY PIERCE**  
**PIERCE THOROUGHBRED FARM**  
**2505 NORMENT ROAD SW**  
**ALBUQUERQUE, NEW MEXICO 87105**  
**505-877-0433**

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**Mare Owner:**  
**Farm:**  
**Address:**  
**Address:**  
**City, State, ZIP:**  
**Phone 1:**  
**Phone 2:**  
**FAX:**  
**e-mail:**