



2009 BREEDING AND STALLION SERVICES AGREEMENT

Fox Tale Stud is a division of BLUE MOON EQUESTRIAN ENTERPRISES, LTD.

5702 Limeport Pike Coopersburg, Pennsylvania 18036 - Office telephone: 610-965-0656 Office fax: 610-965-0651 [www.foxtalestud.com]

Stallion Information

Stallion Booked To: _____

Stallion Service Fee: _____

Discounts: _____

Mare Information

Mare Reg. Name: _____

Color: _____

Mare Registration #: _____

Year Foaled: _____

Sire of Mare: _____

Dam of Mare: _____

1. All mares must be registered with the Jockey Club and must be accompanied by a negative Coggins test taken within 6 months prior to arrival at Fox Tale Stud. (hereinafter, the "Farm") All horses that arrive at the Farm must have a negative EVA test and been vaccinated with the EHV (1&4) and an IN Pinnacle vaccine (for strangles) within 3 mos, and have proper identification (i.e. halter or neck strap with nameplates), as well as be accompanied by a Mare Information form. Farm requires 24 hour advance notice of horse arrivals and departures.
2. All expenses including but not limited to transportation, veterinary & reproductive services, blacksmith, boarding, etc. are to be paid by owner of the mare, foal or yearling on or before the 10th day of the succeeding month. Overdue accounts will suspend breeding privileges. All accounts must be paid before horses leave the farm. The mare owner is aware of the boarding rates and range of care provided at the Farm, and agrees to pay for same on a timely basis. The fees for boarding and care will be supplied upon request.
3. The Stallion Service Fee is due and payable and earned in full when the mare produces a live foal that is able to stand and nurse, or ownership of the mare changes, whichever comes first. Interest charges will accrue for any unpaid stallion service fee starting July 1st of the foaling year. If no live foal is produced, or, the mare is barren, Fox Tale Stud must be notified and receive a satisfactory and detailed written veterinarian's statement, in lieu of the stallion service fee. A foal's service certificate will be issued after all payments due have been received.
4. In the event that the mare fails to settle for any reason, mare owner will not hold Farm liable. The mare owner expressly waives any and all claims for damages to his equine property, whether resulting from fire, infections, sickness, accidents, injury or death, against the Farm, Blue Moon Equestrian Enterprises, Ltd., Vincenzo Tucciarone, Dawn Newman and their families, agents and employees. Further, the mare owner acknowledges that they are aware of usual care and usage in the horse breeding and boarding industry and agrees that all risks including to but not limited to death, sickness or disabilities and injury are assumed solely by the horse owner. The Farm recommends that all horses be insured by their owner. If mare owner opts not to carry insurance, it is at their own risk.
5. The Farm reserves the right to test all animals arriving at the Farm for any infections, by cervical swab or otherwise as its veterinarian deems proper, said testing to be done at the expense of the mare owner, and owner hereby consents to same. (including, but not limited to A.G.I.D. & EVA).
6. The Farm reserves the right to reject any animals it deems physically unfit, unmanageable, or vicious. Under such circumstances the Farm retains the right to cancel any breeding or boarding contract without liability, and return the animal to the owner at the owner's expense, unless the owner arranges for pick-up of the animal within 24 hours of notification by the Farm.
7. In the event of any litigation arising out of this Agreement, the Farm and Blue Moon Equestrian Enterprises, Ltd. shall be entitled to recover all reasonable costs incurred together with reasonable attorney fees, including any attorney fees and costs incurred incidental to a successful appeal. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and the parties hereto agree to submit to the jurisdiction and venue of the courts of the Commonwealth of Pennsylvania and Lehigh County.
8. This Agreement embodies the entire understanding between the parties, and supersedes all prior or contemporaneous oral or written negotiations, understandings or agreements. The terms of this agreement may be amended only by a written instrument signed by the parties.

Other Terms: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement with intent to be bound.

Mare Owner(s): _____

Address: _____

Telephone: _____ Fax: _____ e-Mail: _____

Emergency Contact: _____ Telephone: _____

Mare Owner(s) Signature: _____ Date: _____

Fox Tale Stud By: _____

Vince Tucciarone, President.