



LEGACY RANCH
CLEMENTS, CA

LEGACY RANCH INC.
 P.O. Box 538
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 Clements, CA 95227
 (209) 759-3315 • Fax (209) 759-3428

Remit To:
 PO Box 989
 14023 Ramona Avenue
 Chino, CA 91710

BREEDING AND BOARDING AGREEMENT

This agreement is entered into in Clements, California between Legacy Ranch Inc. a California Corporation (hereinafter "Legacy Ranch") and _____

With a business address of: _____

Telephone: _____ Facsimile: _____ Email: _____
 (Hereinafter "Owner")

In consideration of payment of \$_____, (the "Service Fee") representing the year of _____ service to the stallion _____ for the OWNER'S mare _____ and the covenants

And agreements contained herein, the undersigned agree as follows:

1. **FEE'S PAYABLE**, Concurrently with the execution of this Agreement OWNER agrees to pay the sum of \$_____ as a nonrefundable booking fee which will be applicable to the Service Fee, and shall pay the balance of stallion service fee of \$_____ to Legacy Ranch **due when foal stands and nurses**. If the Service fee is paid and the mare, named below (the "Mare") does not as a result of the stallion service produce a live foal which can stand and nurse, the service fee, less the booking fee, will be refunded on condition that the OWNER provides a certificate acceptable to Legacy Ranch executed by a qualified veterinarian within five (5) days of learning the barren condition of the Mare or within five (5) days of the death of the foal, without having stood and nursed, stating that the Mare will not or has not produced a live foal which can stand and nurse. Notwithstanding any other provision contained herein, the Service Fee shall become immediately due and payable in full prior to any sale of the Mare, and any other applicable fees shall become immediately due and payable prior to the sale of the Mare, if then pregnant. In the event the Mare is sold, neither the present OWNER nor any future owner of the Mare shall be entitled to any refund. Neither Legacy Ranch, nor any of its representatives, employees and/or independent contractors, and/or any one or more of them, shall be liable to OWNER or any other person in any way related to the failure of the Mare to produce a live foal for any reason whatsoever. OWNER agrees that this contract is personal to OWNER, and shall not be assigned or transferred without the express written consent of LEGACY RANCH. In the event the Mare is placed in training for racing after being bred or is sold or is transported to a sales facility (regardless of whether or not a sale is completed), or is transported out of the Continental United States (except to Canada), then any Live Foal guarantee under this contract shall be waived, and the fee, if unpaid in whole or in part, shall immediately become due and payable, and no refund shall be due from Legacy Ranch under any circumstance. It is further agreed that should the Stallion die, be sold, or become unfit for service, or should his number of mares be reduced by Legacy Ranch, with the mating herein contemplated being deleted, or if the Mare should die or become unfit for mating prior to



Being bred under this agreement, then LEGACY RANCH shall have no further obligation to perform pursuant to this Agreement, OWNER shall have no further obligation to pay the balance of the Service Fee; and the nonrefundable booking fee is fully earned. Owner shall not be entitled to a substitute or replacement nomination. However if the Mare has a Live Foal as a result of this mating to the Stallion, then notwithstanding anything to the contrary contained herein, the Service Fee shall be due and payable in full, as provided by this Agreement.

2. **OWNER'S WARRANTIES CONCERNING MARE**, OWNER represents and warrants that the Mare shall be healthy and free from disease of infection that could be transmitted to the Stallion, and shall be in sound breeding condition. The OWNER'S presentation of the Mare, by his agent or otherwise, shall be OWNER's representation that the Mare is as warranted. It is further agreed that if the Mare presented for mating to the Stallion is certified by an attending Veterinarian to not be of suitable temperament for breeding, in sound breeding condition, or free from infection or disease, or, if in his/her opinion the Mare is a risk to the health and/or safety of the Stallion or his attendants, or a risk to the Stallion's being able to successfully complete the covering of his book of mares in the current or any future breeding seasons (as in the case of communicable disease), then the Mare shall not be mated to the Stallion. The opinion of the attending veterinarian, absent fraud or bad faith, shall be binding upon the parties hereto and on all other interested parties, In such event, the non-refundable booking fee is fully earned and neither party shall have further responsibility to the other with respect to this Agreement.
3. **BOARD, FEED AND GENERAL CARE.** Legacy Ranch agrees to provide board, feed and general care services for any animal covered in this agreement. OWNER, and the under signed (if other than OWNER), jointly and severally agree to pay \$_____ per day for Mare and \$_____ per day for suckling foal at Mare's side, and \$_____ per day for a weaned foal, due and payable pursuant to written statement mailed first class mail to OWNER's address shown above. The address shown above shall be conclusively construed OWNER's address unless OWNER furnishes LEGACY RANCH with a written change of address notification. All statements are due upon mailing. Other services which LEGACY RANCH may provide, as LEGACY RANCH deems appropriate, are foaling charges at \$_____ per foaling and trim charges are \$_____ per trim. Any other goods or services not mentioned in this agreement shall be provided at LEGACY RANCH's then prevailing rates. All charges, including any veterinary services must be paid in full before the Mare departs from LEGACY RANCH.
4. **STANDARD OF CARE AND HEALTH OF THE MARE.** The OWNER is familiar with the facilities or if owner is familiar with the facilities, OWNER waives inspection and hereby accepts the standards of care at LEGACY RANCH and approves of the care provided by LEGACY RANCH.
5. **STALLION SERVICE CERTIFICATE.** The stallion Certificate will be provided online by LEGACY RANCH (or issued if requested) to the OWNER upon request, subject to the satisfaction of each of the following conditions precedent: the bank has cleared payment of all breeding fees, including but not limited to the Service Fee, boarding and veterinary charged, and /or other good payment satisfactory to LEGACY RANCH has been made with respect to all of the aforementioned charges.

6. NON-ASSIGNABLE. This contract is specifically not assignable nor transferable by the OWNER to any party without the express written authorization of LEGACY RANCH.

7. RELEASE OF LIABILITY. LEGACY RANCH, its owners, employees, agents, guests or users of the farm (collectively referred to as "LEGACY RANCH PARTIES") shall not be liable for any disease, accident, or injury to OWNER's personal property, including but limited to the Mare and/or any offspring of the Mare, to the maximum extent permitted by the laws of the State of California, including but not limited to any such occurrence as a result of the ordinary negligence of LEGACY RANCH PARTIES and /or any one or more of them. OWNER agrees to indemnify and hold harmless LEGACY RANCH from any claim, damage, loss, injury or suit caused by OWNER'S animals and/or OWNER's business invitees or guests at LEGACY RANCH's location.

8. VETERINARY CARE AND CHARGES.

a). OWNER understands that there will be charges for veterinarian exams including but not limited to: breeding readiness, ovulation, pregnancy check, and pregnancy progress. In addition, medications may be administered to the Mare and /or foal at the veterinarian request. OWNER agrees to pay for such services, All foals born after March 15 will be given plasma within 24 hours of birth, and again approximately 21 days later unless OWNER declines in writing.

b). OWNER agrees to pay for services provided by LEGACY RANCH including but not limited veterinarian charges, vaccination, worming, farrier, and transporting (if needed in LEGACY RANCH's judgement) as well as any other charges. A list of common charges is available upon request. OWNER agrees that the Mare will be vaccinated and wormed approximately 30 days prior to foaling date, as estimated from last breed date provided by OWNER. The Mare will be wormed every 60 days, approximately, and foals will be wormed every 30 days, approximately. The Mare may be vaccinated at other times upon OWNER's request, with veterinarian approval. West Nile vaccination will not be given until the Mare in 90 days in foal. OWNER agrees to provide LEGACY RANCH with the Mare history, including farrier, worming, vaccinations records, and regumate requirements.

9. STALLION CERTIFICATE; SECURITY INTEREST. OWNER agrees that payment in full of any amount due must be made to LEGACY RANCH before any stallion service certificate is released to OWNER. OWNER grants to LEGACY RANCH a security interest in such certificate as well as a security interest in the Mare and any foal sired by the Stallion in utero or born alive, to secure payment of amount due hereunder or for boarding any horse owned in whole or in part by the OWNER.

10. NO WARRANTY OF FITNESS OF STALLION. LEGACY RANCH makes no representations and/or warranties as to the fitness of the stallion and/or his semen and no implied warranty as to the merchantability and/or as to the fitness of the stallion or his semen for any purpose, shall arise by virtue of this transaction.

11. LATE PAYMENT. Payment of the Service Fee is due and payable upon the day that the foal stands and nurses. Payment of monthly services for mare boarding, foal board, weaning boarding veterinary fee's or any other charges are billed through the last day of each month and are due with thirty (30) days of billing. Any invoice(s) not paid within thirty (30) days shall result in assessment of a ten (10%) percent late payment charge on the entire amount of the invoice, and interest on the balance due shall accrue at

the rate of one and one half (1 ½) percent per month, or the highest rate allowed by law, whichever is lower, prorated on a 365 day year from the 31st day after the invoice is mailed.

12. ACCOUNT CURRENT. Owners Mare will not be bred if the owner's account, or any portion of a partnership billing, is not current. Current for this purpose is defined as the previous months board bill is the only amount outstanding, in addition to any stallion fees that become due upon delivery of a live foal within the previous 30 days.

13. BINDING AGREEMENT. This agreement shall be binding upon the parties hereto, their heirs, personal representatives and successors, and shall be construed and governed in accordance with the laws of California applicable to agreements performed wholly therein and shall be interpreted fairly, not strictly for or against either party.

14. GENERAL. Principal and interest are payable in lawful money of the United States of America. The headings in this Agreement are for convenient reference only and do not define or limit the meaning of its terms. In the event that any part of this Agreement shall be held unenforceable for any reason, the balance of the Agreement shall remain in full force and effect, and the portion held unenforceable shall be deemed modified to the minimal extent necessary to make such portion valid and enforceable. If LEGACY RANCH brings legal action in order to collect on money owed, it shall be entitled to all pre-filing costs of collection including but not limited to clerical, administrative and management time/labor, mailing, telephone, investigator fees, mileage cost, bank charges and fees, as well as court filing and costs, and all attorney's fees and costs associated with said collections whether or not suit is brought. In the event of a dispute, the prevailing party shall be entitled to its costs of suit including reasonable attorney fee. If any controversy or claim arises relating to this contract (whether contract, tort, or both), jurisdiction and venue is agreed to be exclusively in San Joaquin County, California for any action which relates in any way to this agreement.

15. SHOULD OWNER FAIL TO DISCHARGE ALL BILLS within ninety (90) days of billing. Then LEGACY RANCH shall be entitled to send to Owner, by certified mail return receipt requested, a NOTICE OF SALE and a return envelope, postage prepaid addressed to LEGACY RANCH. The NOTICE OF SALE shall state that LEGACY RANCH intends to sell Owner's horse(s) at a date, time and place at least thirty (30) days after mailing. Should Owner fail to make full payment of its indebtedness to LEGACY RANCH within ten(10) days after receipt of the NOTICE OF SALE then LEGACY RANCH may sell Owner's horse(s) at (a) public sale after first advertising said sale in a newspaper of general circulation, or (b) sale to private party and if such a sale is not economically feasible , then(c) LEGACY RANCH may give such horse(s) away. Any funds received from such sale shall first be applied against Owner's account and any balance will be paid to Owner. If the proceeds of sale are not sufficient to pay Owner's account in full the Owner will still be liable to LEGACY RANCH for the balance. ____/____initials

16. ENTIRE AGREEMENT: This agreement contains our entire agreement which supersedes, replaces, and is retroactive to any and all prior agreements, either oral or written. This agreement may not be modified amended orally or at all, except by a writing signed by all parties. OWNER and LEGACY RANCH acknowledge and agree that no representations, inducements, promises or agreements, oral or otherwise, have been made between OWNER and LEGACY RANCH, or anyone acting on behalf of OWNER or LEGACY RANCH, which are not included in this Agreement. OWNER and LEGACY RANCH acknowledge and agree that no other agreement, statement or promise not included in this Agreement shall be valid or binding.

A fax or photocopy of this Agreement with signatures is a valid as the original.

OWNER

BY _____

PRINTED NAME _____

MARE _____

LEGACY RANCH

BY _____

DATE _____

STALLION _____

EMERGENCY CARE INSTRUCTIONS

We will make every attempt to contact you should your horse experience a severe case of colic or serious injury or illness while boarded at Legacy Ranch Inc. However, in the event that such an emergency arises which is not able to be handled by our veterinarians at the ranch and we are unable to reach you, it is important that we know in advance your instructions as to the desired treatment of your horse.

Accordingly, please assist us in this regard by completing the simple form below. Check either Option 1 or 2: if you check Option 2, you must also indicate a monetary limit for treatment.

Option 1

____ I request that Legacy Ranch Inc. veterinarian do whatever is necessary, regardless of the amount of cost involved, to attempt to save my horse, including shipping the horse to an equine medical clinic for evaluation and/or surgery.

Option 2

____ I request that the cost of treatment be limited to \$_____ if in the opinion of the Legacy Ranch Inc. veterinarian such treatment will exceed the above limit, I authorize Legacy Ranch Inc. to have the horse euthanized.

If your horse is insured, you may want to review the policy or discuss this matter with your insurance agent to determine your responsibilities in emergency medical circumstances.

Again, be assured that we will do our best to contact you if your horse has a medical emergency. If we cannot reach you, we will strive to keep the cost of treatment within the limitation, if any, indicated above. However Legacy Ranch Inc. cannot guarantee that any such limitation will not be exceeded. This form is for informational purposes only and is overridden by the Breeding Contract or other written agreement which sets forth the rights and obligations of all parties in connection with the boarding and care of your horse.

Signature of Owner

Horse Name

Date