

# Lost In Time

2024 MN Breeding Season

Fee: \$2,000

## Mare Information

Name:	Year Foaled:	Tattoo/Microchip:
Sire:	Dam:	
Mare Record:	Mare Earnings:	

## Owner of Mare (billing limited to one owner only)

Name:	
Billing Address:	
City/State/Zip:	
Email:	Phone:

## Status of Mare

Mare is: (check one)	<input type="checkbox"/> Maiden	<input type="checkbox"/> Open	<input type="checkbox"/> In-Foal
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## Semen Transportation

Mare will be bred: (check one)	<input type="checkbox"/> At Bluff Country Equine	<input type="checkbox"/> Via Shipped Semen
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The undersigned has read (on the reverse) the terms and conditions, and acknowledges that he/she has had the opportunity to discuss said terms and conditions with legal advisors, and that by signing this document, signifies the intent to be legally bound and to legally bind the principles, if any, that he/she is representing.

Owner or agent name (print): \_\_\_\_\_

Owner or agent signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**Lost In Time**

Standing at Bluff Country Equine in Winona, MN

(Semen orders should be directed to Bluff Country after this contract is approved)

# Terms & Conditions

Please read and initial where indicated.

- a. Purchaser agrees to purchase a breeding nomination to Lost In Time, the Standardbred stallion, and as payment in full, purchaser agrees to pay the sum of \$2,000.00 USD to Dave Dobbeltmann, "the seller," within 30 days after a live foal is born.
- b. Bluff Country Equine charges a non-refundable collection and shipping fee. These fees are to be collected directly by Bluff Country Equine.
- c. Bluff Country Equine and its agents, employees, and owners of the stallion shall not be liable for injury, disability, or death suffered by any mare, from any cause whatsoever, while in its custody and control or while on the farm, and the owner specifically agrees to such conditions and waives all claims for damages resulting from any such injury, death, or disability.
- d. The service fee is due and payable when the mare produces a live foal or ownership changes, whichever comes first. A live foal is one that is able to stand up alone and nurse. The purchaser grants that the seller has the right to apply a 1.5% monthly service fee charge to any balance over 30 days outstanding. If the mare fails to produce a live foal, and service fee was paid in advance, it will be refunded upon receipt of a certificate from a veterinarian stating specifically that the mare has been pronounced barren after leaving Bluff Country Equine no later than 30 days after foaling. In the event that the mare is sold, the service fee, if unpaid, shall immediately become due and payable and no refund shall be due to any person under any circumstances.
- e. In order to secure payment of the service fee, purchaser hereby grants to seller and seller hereby retains a security interest in and to the foal to be produced, whether in utero or after birth, the mating certificate application to said breeding, and all registration papers applicable to said foal until all obligations of purchaser to seller hereunder are performed in full. Purchaser further appoints seller, or his designee, as attorney in fact for the purpose of executing on purchaser's behalf and filing such financing statement (UCC-1 or equivalent) as seller may deem appropriate covering purchaser's interest in said foal, the mating certificate, and any and all registrations applicable to the foal. Purchaser(s) agree the seller is entitled to retain or procure possession of such certificates to secure performance of the obligations of this agreement by purchaser.
- f. In the event legal assistance is required to collect charges accruing hereunder, all expenses including reasonable attorney fees incurred by Stallion Owner or Bluff Country Equine be borne by the undersigned Purchaser.
- g. In the event that the stallion is removed from Bluff Country Equine, or in any manner becomes unfit for breeding before serving the mare, or mare dies or otherwise becomes unfit to be bred, this contract is and shall be null and void.
- h. Stallion Owner and Bluff Country Equine reserve the right to reject any mare that is not in good health, vicious, unmanageable, or not properly registered with the USTA.
- i. This agreement and the application or construction thereof, shall be governed exclusively by its terms and by the laws of the State of Minnesota. Any disagreements, contests, or lawsuits arising out of or relating to this Agreement shall be brought within the courts of the State of Minnesota and the Purchaser(s) agrees to submit to the jurisdiction and venue of the courts of the State of Minnesota.

I have read and agree to the above.

Please initial here: \_\_\_\_\_