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## **GULF SHORES**

2024 BREEDING SEASON (MN) FEE: \$2,000

| MARE Information  |                |  |        |           |
|---|----------------|--|--------|-----------|
| Name:   | Year Foaled:   |  |        | Tattoo:   |
| Sire:   |                |  | Dam:   |           |
| Mare Record:  | Mare Earnings: |  |        |           |
|   |                |  |        |           |
| Owner of MARE (One owner only will be responsible for billing)  |                |  |        |           |
| Name:   |                |  |        |           |
| Billing Address:  |                |  |        | Phone:    |
| City/ST/Zip:  |                |  |        |           |
| Email Adress:   |                |  |        | Fax:      |
|   |                |  |        |           |
| MARE status   |                |  |        |           |
| Mare is (check one):  | Maiden         |  | Barren | ☐ In-Foal |
|   |                |  |        |           |
|   |                |  |        |           |
| Semen Transportation  |                |  |        |           |
| Mare will be bred (check one):  At Bluff Country Equine  Via Shipped Semen                                |                |  |        |           |
|   |                |  |        |           |
|   |                |  |        |           |
| The undersigned has read (on the reverse) the terms and conditions, and acknowledges that she/he          |                |  |        |           |
| has had an opportunity to discuss the terms and conditions with legal advisors, and by signing this       |                |  |        |           |
| document signifies the intent to be legally bound and to legally bind the principles, if any, that she/he |                |  |        |           |
| is representing.  |                |  |        |           |
|   |                |  |        |           |
| Owner or Agent Name (print):  |                |  |        |           |
|   |                |  |        |           |
| Owner or Agent Signature:   | Date:          |  |        |           |
|   |                |  |        |           |
| Approved by:  | Date:          |  |        |           |

STANDING AT: BLUFF COUNTRY EQUINE, WINONA, MINNESOTA (Semen orders need to be directed to Bluff Country after this contract is approved)

## Terms and Conditions of this contract on reverse side, please read and initial where indicated

## Terms and Conditions

- **A.** Purchaser agrees to purchase a breeding nomination to Gulf Shores, the standardbred stallion, and as payment in full, purchaser agrees to pay the sum of \$2,000.00 USD to Cornerstone Stock Farm, LLC "the seller" within 30 day after a live foal is born.
- B. Bluff Country Equine charges a Non-refundable collection & 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 ½% percent monthly service fee charges 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 veterinarian stating specifically that the mare has been pronounced barren after leaving Bluff Country Equine no later the 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, Cornerstone Stock Farm or Bluff Country Equine be borne by the undersigned Purchaser.
- **G.** In the event 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 reserves the right to reject any mare that is not in good health, vicious, unmanageable, not properly reg. with 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 Florida.

Any disagreements, contests or lawsuits arising out of or relating to this Agreement shall be brought within the courts of the State of Florida and the Purchaser(s) agrees to submit to the jurisdiction and venue of the courts of the State of Florida.