

Live Cover Contract for Belgian Draft Stallion 2017

Registered as **3W's Benjamin Lynzee aka 'Big Ben'**

with the Belgian Draft Horse Corporation of America as #S65319

A non-carrier of JEB

Standing at

22235 County Rd 3

Berthoud, CO 80513

Stallion Manager Stephanie Nilsen

Stallion Owner Kimberly A McNally #N43981

THIS AGREEMENT, made in duplicate and entered into on this _____ day
of _____, _____ by and between _____,

(hereinafter referred to as "Mare Owner/ Lessee") and Kimberly A McNally and/or Stephanie
Nilsen at Berthoud, CO..(hereinafter referred to as "Stallion Owner &/or Stallion Manager").

WHEREAS the owner/manager of a certain stallion named 3W's Benjamin Lynzee registration
number S65319 and mare owner is the owner/lessee of a certain mare named

_____ registration number (if applicable) and registered with the
_____ . WHEREAS, said stallion will stand at stud during the

current season of 2017 at stallion manager's premises in Colorado. and the parties hereto
desire to contract for the servicing of said mare by said stallion during the season of 2017 .

NOW, THEREFORE, in consideration of the premises herein contained, it is agreed as follows:

1. Stallion owner/manager does hereby reserve for mare owner/lessee one season's booking in
2017 to said stallion for cover of said mare. In consideration of the reservation by stallion owner
of said booking, mare owner/lessee shall pay stallion owner/manger a booking fee of \$100.00
which is nonrefundable. Upon delivery of said mare,the stallion service fee of \$450.00(one time
special service fee) shall be paid. Mare owner/lessee is responsible for transport of said mare to
where said stallion is at stud.

2. Mare owner shall pay the stallion Owner/Manager the sum of \$10.00 mare care per day or
\$12.00 mare and foal care per day for board and care of said mare and/or foal while in the
custody of stallion owner/manager. (special feed & supplements shall be supplied by owner of
said mare with specific instructions on feeding) All fee's may be paid to: Kimberly A McNally,
P.O. Box 323, Berthoud, CO 80513 &/or Stephanie Nilsen address will be given upon request.
PLEASE NOTE: ALL BOARD AND OTHER BILLS SHALL BE PAID IN FULL BEFORE MARE
AND/OR FOAL DEPARTS PREMISES!

3. Should the above named stallion die or become unfit for service, then this contract shall
become null and void, and money paid as part of this service shall be refunded, except the
nonrefundable booking fee, and any unpaid board bill and/or expenses.

4. If said mare has not been cultured within 45 days of the delivery to farm, at their expense,the
mare owner/lessee of said mare agrees, to said mare being examined, cultured, and treated, by
the qualified large animal veterinarian serving stallion owner/manager, before being "serviced"
by said stallion. In addition, at their expense, the mare owner/lessee grants permission to
stallion owner/manager to have aforesaid veterinarian treat mare for anything that would insure

Her well being, i.e. worming, treatment of infections, preventative measures, etc...

PLEASE NOTE: Mare owner/lessee also agrees to have said mare pregnancy checked within 90 days from the date the said mare was bred with the said stallion. Mare owner also agrees that mare will be sound and viable for pregnancy via a certified large animal veterinarian. We cannot do a live foal guarantee without that. Older mares past their breeding years will not be guaranteed a live foal. _____ initial _____ date

5. Mare owner/lessee hereby agrees to promptly reimburse stallion owner/manager, in full, for any and all veterinary expenses incurred for the above mentioned mare/and/or foal, before the above mare and/or foal leaves stallion owner/manager's premises. Any other expense incurred by said mare shall be the obligation of the mare owner, and reimbursement is to be made to stallion owner/manager in full.

6. During the time that said mare and/or foal shall be in custody of stallion owner/manager, stallion owner/manager shall not be liable for any sickness, disease, injury, or death, which may be suffered by mare and/or foal, however, all necessary precautions will be taken to insure said mare and/or foal's well being. Mare owner/lessee shall not be liable for any injury caused to stallion or stallion owner/manager's premises while in the care and custody of Stallion Owner/manager. HOWEVER, it is mare owner/lessee's duty and responsibility to warn stallion owner/manager if mare has vicious propensities. PLEASE NOTE: Any shoes on the hind feet of the mare shall be removed PRIOR to breeding (mare may be hobbled for stallions protection if not receptive PLEASE be sure your mare is in or about to be in estrus upon arrival.

7. LIVE FOAL GUARANTEE: (For this purpose, live foal shall be defined as a foal that stands and nurses without assistance.) If the mare proves not to be in foal in the year bred, or stallion owner/manager has the option to rebreed the mare the following year or request a substitute the following year in case of a problem mare. If said mare dies prior to foaling, mare owner/lessee may substitute another mare within one year of the date of her death. The above is subject to the condition that notification must be made to stallion owner/manager within 48 hours after time of foaling or aborting, that mare did not produce a live foal. A certified large animal veterinarian's statement must follow, giving particulars to substantiate live foal guarantee. Stallion owner/manager must receive veterinarian's statement, within 14 days of said mare's foaling or aborting, or live foal guarantee shall become null and void. In event of abortion or lethal white, no breeding will be carried over more than a year from the date of loss. All if mare proves viable for pregnancy via a certified veterinarian. Failure to Deliver Mare on Rebreding - If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

8. A photocopy of the mare's registration papers (if applicable), a photo of said mare, copy of current year Coggins, health certificate, vaccines, and proof of culture done within 45 days of delivery to stallion owner/manager, MUST accompany this contract.

9. (A) Mare owner/lessee agrees to deliver said mare to stallion owner/manager on or before _____, otherwise, unless prior arrangements are made, mare owner shall forfeit booking deposit and stallion owner shall be under no further obligation with respect to any matter herein set forth. (B) Should stallion owner/manager fail to, or be unable to perform this contract, for

any reason, any amount paid under provisions of paragraph 1. Hereof shall be refunded to mare owner/lessee.

10. ASSIGNMENT: This contract shall not be assigned or transferred by mare owner/lessee, unless written consent is obtained from stallion owner/manager.

11. Mare and/or foal owner/lessee agrees to hold harmless, employees/ stallion owner/ manager, land owner(s), and / or stallion owner/manager's veterinarian for injury, death, loss, or damage of any kind that may occur to horses, individuals or equipment while at or on the grounds of 22235 County Rd. 3., Berthoud, CO The mare owner/lessee fully understands that stallion owner/manager does not carry any outside horse or liability, accident, injury, theft, fire or equine mortality insurance and that all risks connected with our service are to be borne by the mare and/or foal's owner/lessee.

12. A Breeder's certificate from the Belgian Draft Horse Corporation of America will be issued for a foal sired by __3W's Benjamin Lynzee__ upon notification of the birth of said foal if applicable.

13. Right of Lien-Owner of Stallion &/or Stallion Manager has and may assert and exercise a Right of Lien, as provided for in the laws of the State of _____, for any amount due for the board and keep of the mare, and also for any storage charges due hereunder, and Mare Owner further agrees Owner of Stallion shall have the right, without process of law, to attach a lien to said mare after two months of nonpayment or partial payment and Owner of Stallion &/or Stallion Manager can then sell mare to recover its loss. Initial _____ date _____

14. This contract is entered into the State of Colorado &/ _____ and will be interpreted and enforced under the laws of that state.

SIGNED AND AGREED to this _____ day of _____, _____.

Kimberly A. McNally &/or Stephanie Nilsen, 22235 County Rd 3., Berthoud, CO 80513

BY: _____

Mare Owner(s) _____

CoOwner(s) _____

Street _____

City, State _____

email _____

Phone _____

Stephanie Nilsen
22235 County Rd. 3
Berthoud, CO 80513
Stallion Manager

Stallion Owner Kimberly A McNally - N43981
PO Box 323 Berthoud, CO 80513
email kimberlyamcnally@gmail.com