

Rhonda Owens  
C/O SAFE HAVEN FARM  
20049 REYNOLDS POND ROAD  
ELLENDALE, DE 19941  
Farm #302-422-9395  
Cell #302-233-2110

**SAFE HAVEN FARMS, INC.  
BOOKING & FARM BOARDING CONTRACT**

This STALLION BREEDING and BOARDING CONTRACT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Safe Haven Farms, Inc. ("Farm") and \_\_\_\_\_ (Owner of Mare) subject to the following terms and conditions:

**1. NAME OF STALLION AND MARE/TYPE OF BREEDING:**

The parties agree that \_\_\_\_\_ (Name of Mare) will be bred by **HIGHALATOR** (Name of Stallion) for the **2023** season. The following is requested:  
Transient breeding \_\_\_\_\_; semen pickup \_\_\_\_\_; or shipped semen (see separate contract) \_\_\_\_\_. If mare is transient, include name of farm where mare is boarded \_\_\_\_\_.

**2. INFORMATION:**

The parties agree that to the best of their knowledge, the following information is accurate:

Owner's Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Other owner's names, addresses, phone numbers \_\_\_\_\_

Mare's Tattoo Number: \_\_\_\_\_ Color: \_\_\_\_\_ Date Foaled: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Record: \_\_\_\_\_ Earnings: \_\_\_\_\_

Insured Yes/No (circle one)

If insured – Name of Insurance Company: \_\_\_\_\_

Please check all that apply to this mare:

Barren \_\_\_\_\_ Maiden \_\_\_\_\_ Blind \_\_\_\_\_  
Regumate \_\_\_\_\_ Progesterone \_\_\_\_\_ Allergies \_\_\_\_\_  
Other (please explain) \_\_\_\_\_

Name of Stallion Bred to Last Season: \_\_\_\_\_

Mare will remain at Safe Haven Farms:

Until pronounced in foal \_\_\_\_\_ Other \_\_\_\_\_

**3. FEES:**

The parties agree that the following fees will apply:

Stallion Service Fee: \$ <b>3,500.00</b>	Boarding Fee: \$ _____
Insemination Fee: \$ _____	Semen Transport Fee: \$ _____
Collection Fee: \$ _____	Misc. Fees: \$ _____

\*Breeding fees apply each time the mare is bred.

#### 4. PAYMENT OF FEES:

**Service Fees:** The service fee is due and payable when the mare has a live foal (live foal is one that stands and nurses) or when ownership of the mare and/or foal changes, whichever occurs first. A change of ownership shall include any public or private sale whether or not the mare is advertised and sold with the notification of "stud fee to follow" or "stud fee paid." THE UNDERSIGNED OWNER/AGENT AGREES TO NOTIFY IMMEDIATELY THE FARM IN WRITING OF ANY SALE OR TRANSFER OF THE MARE AND/OR FOAL. A separate service fee bill will not be sent to mare owners; payment is automatically due when the mare delivers or ownership changes as described above.

**Other Fees:** All other fees must be paid before a mare and /or foal are removed from the Farm and the owner/agent must give at least 24 hours notice of his or her intention to remove any mare and/or foal from the Farm. At its discretion, the Farm by and through its agent may also require the service fee to be paid in full before the mare and/or foal is/are removed from the Farm. All fees due under this agreement shall be payable in U.S. currency or check approved by the Farm. The opening and closing of the breeding season shall be determined by the Farm and shall conform with the Delaware Standardbred Breeders' Fund Program ("DSBFP") and the United States Trotting Association ("USTA") Rules and Regulations. In the event of a conflict, the DSBFP regulations shall govern.

**Mare Unavailable:** If a mare is not made available for breeding by June 30<sup>th</sup>, the Farm may require the owner to pay 25% of the service fee unless the mare or stallion dies or becomes unfit for breeding, as verified by a veterinarian's certificate, or the mare is excused by the Farm in writing for some other reason. This fee is due and payable on June 30<sup>th</sup> of the applicable breeding season.

#### 5. FAILURE TO PAY FEES:

The parties agree that a 2% monthly late charge, compounded monthly, shall be assessed on any outstanding balance for board bills (including but not limited to breeding and foaling fees) and service fees which remain unpaid ten days after presentation. The owner(s) of the mare shall also be liable for reasonable attorneys' fees together with costs and expenses incurred in pursuing any action to collect fees owed pursuant to this agreement. In the event that an action is filed to collect fees owed, the owner agrees to be liable for pre and post judgment interest at the maximum rate permitted by Delaware law. It is further agreed and understood by the parties that in the event of any delinquency in payment, the Farm reserves the right to retain and sell any mare and/or foal after providing written notice by certified mail to the owner that a sale will be conducted and to hold the owner of the mare liable for any deficiency due and owing after such sale proceeds have been credited.

#### 6. ACCEPTANCE OF MARE/HEALTH CARE:

Safe Haven Farms, Inc. and the Stallion Owner reserve the right to reject any mare deemed physically unfit. Blind, chronically lame, or infected mares will not be accepted. Mares must be accompanied by a valid certificate showing a negative Coggins test and all vaccinations must be up to date or mares will be inoculated within forty-eight (48) hours of arrival to the Farm. Approved Booking & Boarding contracts must be on file before a mare will be bred. No mare will be bred for patrons with overdue accounts due to the Farm or the Stallion Owner. The Farm and Stallion Owner are authorized without liability and at their discretion to authorize veterinary care, farrier care, to de-worm, vaccinate, administer feed supplements or perform other care on any mare that will contribute to the health of the mare with charges for such

services and/or products to be billed to the mare's owner. The Farm reserves the right to wean foals at its discretion. The terms of this contract apply to the named mare and any offspring of the mare boarded at Safe Haven Farms.

**7. ASSIGNMENT:**

The mare is booked specifically by name and tattoo number and this Booking and Boarding contract is non assignable or transferable without prior written consent of the Farm.

**8. RELEASE FROM LIABILITY:**

Neither the Farm, its members, agents, employees, nor the Stallion Owner, his or her affiliate, agent, or employee shall be liable for any illness, injury, disability, or death suffered by any mare and/or foal during the course of transportation to or from the Farm of while in the care and custody of Safe Haven Farms, Inc. The undersigned specifically assents to this condition and waives any and all claims for damages, whether direct or consequential, resulting from or relating to such illness, injury, disability, or death. The owner of the mare acknowledges that it is the custom in the Standardbred horse breeding and boarding business that all risk from any source whatsoever to any mare, foal, weanling, yearling, or other horse is assumed solely by that animal's owner. The Farm and/or Stallion Owner shall not be held liable if any Stallion is unavailable for breeding. In this event, the Farm and/or Stallion Owner will provide notice to the owner of the mare as soon as practicable.

**9. GOVERNING LAW/ENTIRE AGREEMENT:**

It is agreed that the Farm will maintain a place of business in the State of Delaware. This agreement and the application or construction thereof shall be governed exclusively by the laws of the State of Delaware. Any actions arising out of or relating to this agreement shall be brought within the Courts of Delaware. In the event that personal service cannot be made upon the owner of the mare within the State of Delaware, the parties agree that service of process may be completed by certified or registered mail, return receipt requested, mailed to the owner of the mare, or by regular mail if certified or registered mail is refused. This document constitutes the entire agreement between the parties and cannot be modified unless mutually agreed upon in writing and signed by both parties. Terms and conditions regarding agreements for shipped semen will be addressed in a separate contract.

**10. SEVERABILITY CLAUSE:**

To the extent that any provision(s) of this agreement shall be held invalid, all other provisions of the agreement shall survive and continue in full force and effect, and to this end the provisions of this agreement are hereby declared to be severable.

**I CERTIFY THAT I AM THE CURRENT OWNER OF THE ABOVE NAMED MARE AND UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS OUTLINED ABOVE. I FURTHER CERTIFY THAT ANY AND ALL CO-OWNERS HAVE AUTHORIZED ME TO ENTER INTO THIS AGREEMENT ON THEIR BEHALF.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
OWNER OF MARE Date

\_\_\_\_\_  
SAFE HAVEN FARMS, INC. Date  
AUTHORIZED AGENT