

The undersigned represents that he/she is the owner or authorized agent of the owner of the mare named herein. Persons acting, as agents must file letters of authorization from the owner stating the agent is acting on the owner's behalf and the owner will be responsible for all expenses incurred.

This contract relates to the mare specifically named and described above, which description the undersigned certifies to be true and complete. The contract is valid only to the mare and owner named and may not be transferred without the express written consent of Mill Creek Farm. **The undersigned agrees not to breed the mare named to any other stallion during the breeding season without Mill Creek Farm's written consent and that Mill Creek Farm shall only issue one (1) mating certificate per mare to register one (1) live foal per year. Mill Creek Farm reserves the right to refuse any mare it deems unfit for breeding.**

Neither Mill Creek Farm or its owners, principals, agents or employees shall be liable for any injury, disability or death suffered by any mare, or her offspring, from any cause whatsoever, while in the care, custody or control of Mill Creek Farm, and the undersigned owner/agent specifically agrees to this condition and hereby waives and releases all and every claim for damages resulting from such injury, disability or death.

The service fee is due and payable when the mare has foal that can stand and nurse ("live foal"), or when the mare changes ownership whichever occurs first. However, Mill Creek Farm, at its option, may require the service fee to be paid before the mare leaves the farm or immediately upon demand if Mill Creek Farm determines that timely payment may be in jeopardy. Mill Creek Farm shall presume the birth of a live foal one calendar year after breeding unless owner proves that no live foal was born. All charges, including taxes, veterinary fees, blacksmiths, and board, which will accrue at Mill Creek Farm customary rates, must be settled before a mare is removed from the premises of Mill Creek Farm.

All cost and expenses incurred in connection with collection of any amounts due hereunder shall be borne by the undersigned.

Mill Creek Farm shall not issue any mating certificates until all charges due Mill Creek Farm have been paid in full.

If a mare fails to produce a live foal and the service fee has been paid, the service fee will be refunded provided that a claim therefore is made in writing, accompanied by veterinary and mating certificates, not later than thirty days after the mare was due to foal and, provided that all other charges due Mill Creek Farm have been paid. There shall be no return privilege. Service fees will be refunded in the event of a slip only if the mare has had at least two vaccinations during pregnancy for Equine Rhinopneumonitis (contagious abortion). A veterinary statement setting forth the date of such vaccinations must accompany the claim for refund unless the vaccination was given by Mill Creek Farm.

The undersigned acknowledges and agrees that in the event semen is transported off the premises of Mill Creek Farm for insemination hereunder, Mill Creek Farm shall not be responsible for any errors or injury resulting from the insemination of the above-referenced mare.

The undersigned agrees that service of any notice, process or pleading in any action or proceeding arising out of or in connection with this booking contract is properly made and shall confer personal jurisdiction if mailed to the undersigned at the address set forth above by certified mail, postage prepaid, return receipt requested, or by overnight courier; and the undersigned hereby consents that to any action or proceeding against it being commenced and maintained in Saratoga County, New York, and the undersigned agrees that the courts of State of New York shall have jurisdiction and be the proper venue with the respect to the subject matter hereof and the person of owner and the undersigned agent. Notwithstanding any of the foregoing, Mill Creek Farm, in its discretion, may also initiate proceedings in the courts of any other jurisdiction in which owner or the undersigned may be found or in which any property of owner or undersigned properties may be located.

The undersigned and Mill Creek Farm agree that this contract was formed in the State of New York.

The undersigned has read the foregoing, acknowledges that he/ she has had an opportunity to discuss the provisions thereof with legal advisors, and by signing this document signifies the intent to be legally bound thereby and to legally bind the principals, if any, that he/she represents.

PLEASE INITIAL _____ I HAVE READ THE ABOVE