

# GREYSTOKE FARM, LLC BREEDING CONTRACT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between Leila Hertzberg of Greystoke Farm, LLC, hereinafter referred to as Greystoke, and \_\_\_\_\_, hereinafter referred to as Owner.

In consideration of \$650.00 (six hundred fifty U.S. dollars), Greystoke hereby agrees to breed the stallion known as Land's End Thimbleberry to Owner's mare \_\_\_\_\_ . Owner agrees to pay said stud fee of \$500.00 either upon arrival of mare to Greystoke OR prior to receiving shipped semen, plus a \$150 booking fee.

In the event that Owner's mare does not take and become in foal, Greystoke agrees to breed said mare again (Owner agrees to pay any additional collection/veterinary fees and/or fees for mare care at the rate of \$10 per day). In the event that said mare does not deliver a live foal, Greystoke agrees to give Owner the right to an additional service to said mare within one year from the last date of breeding said mare under this contract.

Greystoke shall have no further liability for servicing said mare. For the purposes of this Agreement, "live foal" means "standing and nursing."

Owner warrants that said mare is free from disease or infection that could be transmitted to said stallion, and agrees to provide and pay for a veterinary certificate, showing such freedom of disease or infection.

In addition to the above charge for breeding, Owner agrees to pay \$10.00 (ten U.S. dollars) a day for feed and board.

Owner agrees to assume the risk of injury, sickness, or death to said mare except where caused by negligence of Greystoke, its agents, officers, or employees.

Owner agrees to indemnify and hold Greystoke harmless for any loss or injury due to acts of said mare while on premises or under control of Greystoke except where caused by negligence of Greystoke.

If prior to the breeding of said mare or after the mare has been bred but not come in foal, said stallion or mare dies or becomes unfit for service as so declared by a licensed veterinarian, then this Agreement shall become null and void and all monies paid by Owner, not including expenses, shall be refunded.

Greystoke agrees to use reasonable care and caution for said mare while in Greystoke's possession or control, pursuant to this Agreement and is authorized to obtain any necessary veterinarian or horseshoeing care as required, but only after taking steps to contact Owner without success.

This Agreement is governed and shall be construed under the laws of the State of Maryland.

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default.

\_\_\_\_\_  
Leila Hertzberg, Greystoke Farm, LLC  
22600 Robin Ct, Gaithersburg, MD 20882

\_\_\_\_\_  
Mare Owner  
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