

HANOVER SHOE FARMS, INC  
P.O. BOX 339, 2310 HANOVER PIKE  
HANOVER, PA 17331

# 2010 BREEDING SEASON CONTRACT

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Appr: \_\_\_\_\_

Stallion _____		Service Fee \$ _____	Syndicate # _____
Name of Mare _____	Tattoo _____	Syndicate Member Name (if applicable) _____	
Sire _____	Dam _____	Year Foaled _____	By _____
Record _____	Earnings _____		
<b>Breeding Information:</b> ( ) Check if Maiden			
2008 Bred to _____	Foaling Information _____ (include foaling date, color, and sex)		
2009 Bred to _____	Last Bred Date _____	Preg/Barren _____	Foaling Information _____

( ) Pick Up:	Picked Up By: _____ Name or Farm or Individual Picking Up Semen
( ) Transient:	Transient Farm: _____
( ) Courier:	Name of Courier: _____
( ) Shipped Semen:	Fed Ex or UPS Account #: <b>(REQUIRED)</b> _____
	Shipping Address: _____
( ) Embryo Transfer:	Vet Performing ET: _____

Owner: (Attach separate sheet for additional owners if needed) _____	USTA Member # _____	Billing Percentage _____
Address _____	Business: _____	
Address _____	Cell: _____	
City, State, Zip _____	Home: _____	
Email Address _____	Fax: _____	
	<input type="checkbox"/> Check to subscribe to our E-mail Newsletter	

* _____ Owner or Agent's Signature	_____ Date	* _____ Syndicate Member's Signature (if applicable)	_____ Date
<b><i>*I have read and agree to the terms and conditions on reverse side.</i></b>			

**\*\*\*TERMS AND CONDITIONS ON REVERSE SIDE\*\*\***

The undersigned represents that he or 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. Failure to comply with this condition makes the undersigned personally liable for all obligations of the owner hereunder.

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 Hanover Shoe Farms, Inc. ("Hanover"). **The undersigned agrees not to breed the mare named to any other stallion during the breeding season without Hanover's consent and that Hanover shall only issue one (1) mating certificate per mare to register one (1) live foal per year.** Hanover reserves the right to refuse any mare it deems unfit for breeding. The undersigned agrees to allow notice of this booking to the public via the internet.

Neither Hanover nor its officers, directors, stockholders, agents or employees shall be liable for any injury, disability, or death suffered by any horse, or mare, or her offspring, from any cause whatsoever, while in the care, custody or control of Hanover and the undersigned agent specifically agrees to this condition and hereby waves and releases all and every claim for damages resulting from such injury, disability or death.

The undersigned acknowledges and agrees that in the event semen is transported off the premises of Hanover for insemination hereunder, Hanover shall not be responsible for any errors or injury resulting from the insemination of the above-referenced mare. Hanover will make every effort to ship optimum semen but cannot guarantee quantity or quality of sperm due to varying demand. Semen handling fees are due at time of service.

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 to Hanover 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 vaccination must accompany the claim for refund unless the vaccination was given by Hanover.

The service fee is due and payable when the mare has a foal that can stand and nurse ("live foal"), or when the mare changes ownership, whichever occurs first. However, Hanover, at its option, may require the service fee to be paid before the mare leaves the farm or immediately upon demand if Hanover determines that timely payment may be in jeopardy. Hanover 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 Hanover's customary rates, must be settled before a mare is removed from the premises of Hanover. Terms are net thirty (30) days. If full payment is not received within thirty (30) days from the date of invoice, a late payment penalty will be imposed in the amount of 1½ % per month compounded monthly.

All costs and expenses incurred in connection with collection of any amounts due hereunder shall be borne by the undersigned. All bookings are subject to the conditions of the Stallion Syndicate Agreement. Hanover shall not issue any mating certificates until all charges due Hanover have been paid in full.

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; the undersigned hereby consents that any action or proceeding against it may be commenced and maintained in Adams County within the Commonwealth of Pennsylvania by service of process as set forth above; and the undersigned agrees the courts of the Commonwealth of Pennsylvania shall have jurisdiction and venue is proper with respect to the subject matter hereof and the person of owner and the undersigned. Notwithstanding any of the foregoing, Hanover, 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 of owner or undersigned properties may be located.

The undersigned and Hanover agree that this contract was formed in the Commonwealth of Pennsylvania.

This booking contract shall also constitute a security agreement. Owner hereby grants to Hanover a lien and security interest in and to the above-named mare and any offspring of the mare arising out of this contract. Hanover shall have all the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code, including, but not limited to, the right to sell collateral in satisfaction of its lien. The undersigned hereby appoints Hanover as its attorney-in-fact to do all acts and things on behalf of owner that Hanover may deem necessary or desirable to effectuate Hanover's rights under this agreement including without limitation the filing of financing statements to perfect the security interest granted hereby and execution of documents required by the USTA or any other entity to register, sell or transfer to Hanover or any designee thereof any horse upon which Hanover has a lien hereunder.

IN THE EVENT OF DEFAULT HEREUNDER, OWNER AND THE UNDERSIGNED HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR OWNER AND THE UNDERSIGNED TO APPEAR FOR AND CONFESS JUDGMENT AGAINST OWNER OR THE UNDERSIGNED IN FAVOR OF HANOVER, AT HANOVER'S SOLE DISCRETION FOR RECOVERY BY HANOVER OF POSSESSION OF THE MARE OR FOAL OR FOR THE AMOUNT DUE UNDER THIS CONTRACT, AND REASONABLE ATTORNEY'S FEES, WHICH TERM SHALL MEAN THE GREATER OF ACTUAL ATTORNEY'S FEES, \$2,500.00, OR TEN PERCENT (10%) OF THE AMOUNT OWED BY ME, FOR WHICH THIS CONTRACT, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. OWNER AND THE UNDERSIGNED HEREBY CERTIFY THAT THIS CONTRACT IS MADE FOR BUSINESS, NOT PERSONAL, FAMILY OR HOUSEHOLD REASONS.

The undersigned has read the foregoing, acknowledges that he or 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 or she represents.