

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

2019 BREEDING SEASON CONTRACT

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Phone: 717-637-8931
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Appr: _____

		Syndicate # _____	
Stallion _____	Service Fee \$ _____		
Name of Mare _____		Syndicate Member Name (if applicable) _____	
Sire _____		Tattoo _____	Year Foaled _____
Record _____		Dam _____	By _____
		Earnings _____	
Breeding Information: () Check if Maiden			
2017 Bred to _____		Last Bred Date _____	Preg/Barren _____ Date Foaled _____ Sex _____
2018 Bred to _____		Last Bred Date _____	Preg/Barren _____ Date Foaled _____ Sex _____

☐ Aborted
☐ Foal Did Not Stand
☐ Foal Dead On Arrival
☐ Foal Died

☐ Aborted
☐ Foal Did Not Stand
☐ Foal Dead On Arrival
☐ Foal Died

() 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 #: (REQUIRED) _____	
	Shipping Address: _____	
() Embryo Transfer:	Vet Performing ET: _____	

ACCT#(_____)	
Owner: (Attach separate sheet for additional owners if needed)	USTA Member # _____
Address _____	Billing Percentage _____
Address _____	Business: _____
City, State, Zip _____	Cell: _____
Email Address _____	Home: _____
	Fax: _____
	☐ Check to subscribe to our E-mail Newsletter

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

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.

The undersigned acknowledges that Hanover, as syndicate manager of this and other syndicates, cannot be a party to selective performance by mare owners of their obligations under various contracts with syndicates that Hanover manages. The undersigned therefore agrees that if the undersigned or undersigned's co-party under any pertinent contract is in default of payment or any other obligation provided in a contract under which Hanover (either as principal or syndicate manager) is entitled to performance from undersigned or undersigned's co-party, then Hanover shall be entitled to withhold any or all mating certificates or to refuse to perform any other act pertaining to this or any other contract to which undersigned is a party until all such defaults have been fully cured.

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 specifically agrees to this condition and hereby waves and releases all and every claim for any and all loss, damages, claim or expenses (including attorneys' fees) resulting from or arising in connection with any 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 and payable 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 therefor is made in writing, and received by Hanover at the address of Hanover set forth in this contract, 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 to Hanover by the undersigned and any persons, firms, corporations or other entities related to or controlled by the undersigned 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. In the event of a dispute, either party may commence litigation in the Court of Common Pleas of Adams County, Pennsylvania and the parties irrevocably submit to the exclusive jurisdiction of that court and agree that final judgment in any action or proceeding brought in such court will be conclusive and may be enforced in any other jurisdiction upon final and conclusive judgment (a certified copy of which will be conclusive evidence of the judgment) or in other manner provided by law. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in said court, (ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process. 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 first 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 (without the signature of owner) 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 OWNER HEREUNDER, 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 the undersigned thereby and to legally bind the owner or other principals, if any, that he or she or it represents.