

**2010 KRUGER RANCH, LLC BREEDING AGREEMENT AND LIABILITY RELEASE**

**FOR THE STALLION : OBVIOUSLY MORTGAGED APHA # 823,393 PtHA # 130,364**

OWNED BY: KRUGER RANCH, L.L.C. - 5055 W. Orchard Ave. - Rathdrum - Idaho 83858 (208) 687-9404

Stallion will be standing at the KRUGER RANCH, L.L.C. near Rathdrum, Idaho.

Both the Stallion and the Mare will be under the care of the Stable's Breeding Managers and Veterinarians

**2010 BREEDING FEE / TERMS**

**\$250 Booking / Chute Fee: to reserve space in the year 2010 Breeding Season**

**\$350 Breeding Service Fee: due when mare arrives at Breeding Stable in 2010**

**NEGATIVE CULTURE RECOMMENDED** - Prior to arrival or a culture can be taken prior to breeding, **if needed**, at the Breeding Stable.

**PLEASE READ CAREFULLY BEFORE SIGNING**

**KRUGER RANCH, L.L.C. AND THE STABLE MANAGEMENT DO NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S). IT IS HEREBY AGREED TO AS FOLLOWS: THAT**

" This contract contains provision for **STALLION/MARE INCAPABLE OF BREEDING**. Should the Stallion die, be sold or become unfit for breeding purposes, all advance booking fees (prior to the mare being bred), will be refunded to Mare Owner, thereby canceling this contract.

Should the mare die, or become unfit to breed, the Mare Owner has the option of breeding another approved mare."

"This contract contains a **LIVE FOAL GUARANTEE**. A live foal is described as a newly born foal which stands and nurses without assistance. If a foal is born dead there are **RETURN BREEDING PRIVILEGES** if the Stallion Owner is notified within 24 hours of the birth. In the event the mare is disposed of prior to birth of foal, the Live Foal Guarantee will only be valid if a replacement mare is approved by the Stallion owner in advance of breeding. If the Stallion should die or become unfit for breeding, the Mare Owner has the option of breeding said mare to another Stallion, as offered, or the Stallion Owner will refund 1/2 (50%) of the Breeding Service Fee, as paid. "

"This contract contains **RETURN BREEDING PRIVILEGES**. Should the mare fail to conceive, abort, miscarry or produce a stillborn or lethal white foal, the Mare Owner has the privilege to return said mare for breeding services through July 2010 or in the year 2011 breeding season. No additional breeding service fees will be due, other than the daily mare care expenses."

"This contract contains a **COLOR GUARANTEE**. If a solid colored foal is born that does not have sufficient white to be registered in the regular registry with the APHA, the Mare Owner may re-breed to this stallion for the regular booking fee of \$250. No other fees will be due other than mare care & Veterinarian fees, if applicable, while the mare is being bred."

" A **BREEDERS CERTIFICATE** for the relevant Breed Registry Association, will be issued to Mare Owner after the mare has produced a live foal from this Stallion, and **ALL** fees as billed by the Kruger Ranch, L.L.C. and/or the attending Veterinarian, are paid in full."

" Stallion Manager may have mare checked by licensed Veterinarian for breeding condition, the cost of which mare owner shall pay. Stallion Owner, Managers and Veterinarians, shall assume no liability for mare that will not breed, cannot conceive, or for accident, sickness or death of mare &/or her foal; but will exercise reasonable effort to settle mare and use good judgment in care and supervision of mare. Mare Owner shall not be responsible for injury or accident to Stallion or Management personnel."

"All fees for artificial insemination and Veterinarian work will be billed to the mare owner directly from the servicing Veterinarian, and must be paid when billed. If there is an outstanding balance due on the mare owner's account, the balance due must be paid as billed or account will be assessed penalty billing fees. A breeders certificate will not be issued until ALL such fees are paid in full. Mare Owner hereby grants a possessory lien [ Idaho Code 45-805 (b) ], to the Kruger Ranch, L.L.C., for all unpaid fees."

**A SIGNED BOARDING CONTRACT IS ATTACHED TO AND CONSIDERED PART OF THIS DOCUMENT.**

**ALL OWNERS/AGENTS MUST SIGN FOR THEMSELVES, AFTER READING ENTIRE DOCUMENT.**

**SIGNER STATEMENT OF AWARENESS**

"I/WE, THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE. WHEN MARE OWNER/AGENT AND STALLION OWNER/MANAGER SIGN THIS CONTRACT, IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO ABOVE TERMS AND CONDITIONS.

I/WE, THE UNDERSIGNED, FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE."

NAME OF MARE TO BE BRED: \_\_\_\_\_ BREED & REG.# \_\_\_\_\_

MARE OWNER NAME: \_\_\_\_\_ BREED Member ID# \_\_\_\_\_  
{Print as shown on mare's registration certificate - attach copy of Mare's registration certificate to this contract}

MARE OWNER/AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_ PHONE(s): \_\_\_\_\_

E-Mail: \_\_\_\_\_

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STALLION OWNER / MANAGER

AUTHORIZED BY: \_\_\_\_\_ POSITION: \_\_\_\_\_ DATE: \_\_\_\_\_

**KRUGER RANCH 2010 MARE CARE BOARDING AGREEMENT AND LIABILITY RELEASE FORM**

MARE'S NAME: \_\_\_\_\_ BREED: \_\_\_\_\_ REG. # \_\_\_\_\_

COLOR: \_\_\_\_\_ AGE: \_\_\_\_\_ BRAND: \_\_\_\_\_

VALUE OF MARE:\$ \_\_\_\_\_ INSURANCE INFORMATION: \_\_\_\_\_

THIS MARE [ HAS \_\_\_\_\_ ] [ HAS NOT \_\_\_\_\_ ] A SUCKLING FOAL AT HER SIDE.

VALUE OF FOAL:\$ \_\_\_\_\_ INSURANCE INFORMATION: \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING**

**KRUGER RANCH, L.L.C. AND THE STABLE MANAGEMENT DO NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S). IT IS HEREBY AGREED TO AS FOLLOWS: THAT**

**CONTRACT PURPOSE** in consideration of a Booking/Chute and Breeding Service Fee for the Breeding Season of 2010, for the breeding of the mare as identified above; this contract is entered by both the MARE OWNER/BREEDER, and the KRUGER RANCH, LLC. BREEDING STABLE; with the intent that care of said mare (& foal), will be provided for in this contract.

**ACCEPTANCE OF RESPONSIBILITY**

During the time that the mare (& foal) is in the custody of the Stable Management, the Stable Management shall exercise reasonable care to protect mare (& foal) from death, illness, accident, fire and theft. Mare Owner has inspected the Stable premises and/or has in some way been satisfied that the conditions of the premises provide an adequate and reasonable level of safety for said horses(s) and the Mare Owner, and Mare Owner's families, guests and visitors who may enter the premises. The Mare Owner understands that each animal is unique and the Breeding Stable cannot guarantee the safety of the horse(s). Breeding of horses may place above normal stresses on the animals both physically and mentally and the Breeding Stable is in no way responsible for the results of reasonable levels of stress which could potentially cause injury, illness and/or loss of horse(s) by death. The Breeding Stable shall diligently try to settle mare; however, if mare fails to settle for any reason, Mare Owner will hold the Breeding Stable harmless. Breeding Stable agrees to give Mare Owner ample opportunity to settle mare. The Breeding Stable, and any party associated with the Breeding Stable, is not liable for death, sickness and/or accident caused to the mare and/or foal; and the Mare Owner is not liable for death, sickness and/or accident caused to the Stallion by the Mare Owner's mare.

Any services for Veterinarian, Farrier, transportation, purchases and miscellaneous expenses are additional costs and will be included with the daily mare care costs on the Mare Owners account. All fees must be paid as billed. All overdue accounts will be assessed late penalty. All fees must be paid before mare leaves Stable, unless credit arrangements are made in advance & attached to this contract. Mare Owner hereby grants a possessory lien [Idaho Code 45-805 (b) ], to the KRUGER RANCH, L.L.C. for ALL unpaid fees, due to the KRUGER RANCH, L.L.C.

**EMERGENCY CARE** Should mare (& foal) become sick or injured, Stable Management shall attempt to immediately contact the Mare Owner or Mare Owners regular veterinarian as indicated below:

MARE OWNERS REGULAR VETERINARIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_

If Stable Management is not able to contact the Mare Owner or the above Veterinarian, consent is granted for emergency treatment by Stable Management &/or Stable Veterinarian; the cost of which will be included in Mare Owners bill.

The cost not to exceed \$ \_\_\_\_\_ .  Initial Here \_\_\_\_\_

**MARE HEALTH WARRANTY** Mare(/foal) shall enter the premises free from transmissible diseases and injuries and must be effectively wormed and current on all immunizations. A pre-breeding veterinary exam is recommended before breeding your mare.

**A current Health Certificate w/Negative Coggins & Brand Inspection must accompany mare all out of state mares.**

**\*\* INDIVIDUAL CARE FEES FOR ABOVE MENTIONED HORSE(S) PLEASE CHECK X ONE \*\***

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Daily Mare Care

[ ] \$12.50 /day for Mare

[ ] \$15.00 / day for Mare w/Foal

" Mare Owner agrees to waive the optional

Care & Custody Insurance, as offered."

\* Optional: Daily Mare Care

Includes Care & Custody Insurance

[ ] \$20 / day for Mare, valued at \$ \_\_\_\_\_

[ ] \$10 / day for Foal, valued at \$ \_\_\_\_\_

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**MARE (& FOAL) SHALL BE BOARDED SEPARATELY FROM OTHER HORSES AND SHALL BE FED TWICE DAILY**

**FEED RATION WILL INCLUDE:** \_\_\_\_\_ Alfalfa Hay \_\_\_\_\_ Grass Hay \_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ Grain (Oats) \_\_\_\_\_ Grain Mix \_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ Vitamin Supplement ( \_\_\_\_\_ ) Other: \_\_\_\_\_

**ALL FEES DUE TO BE PAID AS BILLED. ACCOUNT TO BE PAID IN FULL BY DEPARTURE DATE**

**KRUGER RANCH, LLC does accept VISA® and MASTERCARD® for your payment convenience.**

**EXPECTED ARRIVAL DATE** \_\_\_\_\_ **ACTUAL ARRIVAL DATE:** \_\_\_\_\_ **DEPARTURE DATE:** \_\_\_\_\_

**LIABILITY RELEASE** In consideration of allowing my participation in this activity, under the terms set forth herein both the attached Breeding Agreement Contract and this Boarding Agreement Contract, the Mare Owner does hereby agree to hold harmless and release the KRUGER RANCH, L.L.C., its Members, Managers, affiliated individuals and organizations, from legal liability, except in the event of gross and willful negligence. It is further agreed that the Mare Owner and any entity representing the Mare Owner shall bring no claims, demands, actions and causes of action, and/or litigation, for any economic and non-economic losses due to any bodily injury, death, property damage or loss sustained in relation to the premises and operations while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the KRUGER RANCH, L.L.C..

**ALL OWNERS/AGENTS MUST SIGN FOR THEMSELVES, AFTER READING ENTIRE DOCUMENT.**

**SIGNER STATEMENT OF AWARENESS**

"I/WE, THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE. WHEN MARE OWNER AND STABLE MANAGEMENT SIGN THIS CONTRACT,

IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO ABOVE TERMS AND CONDITIONS.

I/WE, THE UNDERSIGNED, FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE."

SIGNATURE OF MARE OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE(s): \_\_\_\_\_

E-Mail: \_\_\_\_\_

**SIGNATURE OF STABLE MANAGEMENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

for KRUGER RANCH, L.L.C. an Idaho Limited Liability Company