

# Indiana Stallion Station, LLC

THIS AGREEMENT is made and entered into this date. \_\_\_\_\_ by and between (I) Indiana Stallion Station, Agent (hereinafter "Seller") and (ii) \_\_\_\_\_ Mare Owner, Partner, or Authorized Agent, whose address is set out below (hereinafter "Purchaser").

WITNESSETH:

For and in consideration of the premises, covenants and conditions set forth below, the parties agree as follows:

Purchase of Breeding Season. Seller now conveys and assigns a \_\_\_\_\_ breeding season (the "Season") to the thoroughbred stallion, \_\_\_\_\_ to Purchaser, and Purchaser hereby buys the Season from Seller.

2. Mare to be Bred. Using the Season. Purchaser agrees to breed the broodmare.

\_\_\_\_\_ (the "Mare") to the Stallion in the 2015 breeding season as set by the Syndicate Manager or other appropriate person. The parties agree that no other mare may be substituted for the above named Mare without the prior written consent of Seller.

3. Purchase Price. As payment in full for the Season. Purchaser agrees to pay to Seller the sum of DOLLARS AND NO CENTS (\$ \_\_\_\_\_) (the "Purchase Price") when the mare produces a live foal that can stand alone and nurse, unless on or before that time Purchaser submits to Seller a satisfactory veterinary certificate certifying that the Mare is barren to the Stallion.

4. Joint and Several Obligation. In the event the Season is purchased by two or more entities from the Seller hereunder, such Purchasers hereby agree and acknowledge that this Agreement is a joint and several obligation, each being jointly, as well as severally, indebted to the Seller the payment of the Purchase Price, and/or any other amounts due Seller hereunder.

5. Security Interest: Certificates of Registration. In order to secure payment of the Purchase Price, Purchaser hereby grants to Seller and Seller hereby retains a security interest in and to the foal to be produced, whether in utero or after birth, and any and all registration papers applicable to said foal. Pursuant thereto, Seller shall be permitted to obtain from the Syndicate Manager said stallion service certificate or procure any and all registration papers applicable to said foal until all obligations of Purchaser to Seller hereunder are performed in full. Purchaser further appoints Seller, or his designee, as Purchaser's attorney-in-fact for the purpose of executing on Purchaser's behalf and filing such financing statement (UCC- I or equivalent) as Seller may deem appropriate covering Purchaser's interest in said foal, the stallion service certificate, and any and all registration papers applicable to the foal.

6. Presentation of Mare. Purchaser agrees that the Mare shall be healthy and in sound breeding condition upon presentation for breeding and otherwise be acceptable to the Stallion Manager. Purchaser shall furnish the completed documentation as required by the Seller to the Seller prior to the time of breeding and, if requested, a veterinary certificate certifying the health and sound breeding condition of the Mare. The Stallion Manager has the right to refuse to permit the breeding if, in its sole opinion, such breeding would be detrimental to the health or safety of the Stallion and safety of attendants. In such event Purchaser has the continuing duty to present the Mare as set forth herein.

7. Both parties agree that **Indiana Stallion Station**, the Breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was the willful and wanton gross negligence of the Breeder; and the mare Owner is not liable for death, sickness, and/or accident including consequential damages caused to the stallion.

8. Liquidated Damages. SHOULD THE PURCHASER FAIL TO PRESENT THE MARE IN ESTROUS, HEALTHY AND IN SOUND BREEDING CONDITION DURING THE SAID BREEDING SEASON, AND/OR FAIL TO PROVIDE THE REQUIRED VETERINARY CERTIFICATE AND MARE INFORMATION SHEET TO THE SYNDICATE MANAGER, OR OTHERWISE FAIL TO COMPLY WITH THE PROVISIONS OF PARAGRAPH 6 ABOVE SO THAT THE MARE CANNOT BE BRED, OR SHOULD THE MARE BE BRED TO ANY OTHER STALLION IN THE SUBJECT BREEDING SEASON, PURCHASER SHALL BE IN DEFAULT HEREUNDER AND LIABLE TO SELLER FOR LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE PURCHASE PRICE. SUCH DAMAGES SHALL BE DUE AND PAYABLE ON THE DATE SET FORTH ABOVE FOR PAYMENT

OF THE PURCHASE PRICE OR ON THE DATE THE MARE IS BRED TO ANOTHER STALLION, WHICHEVER OCCURS FIRST, UNLESS A RELEASE FROM THIS AGREEMENT HAS BEEN OBTAINED FROM SELLER IN WRITING. SELLER SHALL BE UNDER NO OBLIGATION TO FURNISH SUCH A RELEASE EXCEPT AS MAY BE PROVIDED IN PARAGRAPH 10 BELOW.

9. Release from Agreement. Should the Mare die or become unfit or unable to breed. Purchaser shall submit a satisfactory veterinary certificate attesting to the fact within seven (7) days of determination by the attending veterinarian. Purchaser shall use its best efforts to present a substitute mare which meets the approval of the Syndicate Manager and Setter, with Seller's approval not to be unreasonably withheld. Should the Purchaser be unable to provide, a substitute mare, upon receipt and approval of said veterinary certificate, accompanied by Purchaser's written request to be released from this Agreement. Seller will release Purchaser *from* this Agreement and will so notify Purchaser. IF AFTER THIS RELEASE THE MARE IS SUBSEQUENTLY BRED TO ANY OTHER STALLION IN THE SAME BREEDING YEAR WITH OUT SELLER'S WRIT'EN PERMISSION. PURCHASER AGREES TO IMMEDIATELY PAY TOSELLER THE PURCHASE PRICE HEREINABOVE SET OUT WITHOUT REGARD TO ANY OTHER TERMS OR WAIVERS HEREIN SET FORTH.

10. Non-Assignability of Agreement and Sale of Mare. This contract shall not be assigned or transferred by Purchaser without the prior written permission of Seller. Further, if the Mare is Shipped to sale grounds to be sold at public auction, sold privately, or exported from the United States, the Purchase Price, if unpaid, shall immediately become due and payable and NO REFUND of said Purchase Price shall be due from Seller to Purchaser, or to any subsequent purchaser, under any circumstances.

11. Stallion Unavailability. Should the Stallion die, be sold, or become unfit for service for the remainder of the subject breeding season' before having been bred to Purchaser's Mare, then this Agreement is and shall be null and void and neither party shall have any obligation to the other hereunder.

12. Bookkeeping Interest and Attorney's Fees: Purchaser shall pay the sum of two percent (2%) per month as an interest charge (24% annual percentage rate) on any payment which remains unpaid for 30 days past the date due as agreed herein, unless limited by applicable law, in which event the interest on such unpaid sums shall be the maximum amount allowed by law. If, upon default of Purchaser, collection of the sums due hereunder is turned over to Seller's attorneys, Purchaser agrees to pay costs and reasonable attorneys' fees incurred by Seller to the fullest extent allowed by law.

13. Execution by Agent. In the event this Agreement is executed by an agent of the Purchaser, authorized or otherwise, such agent hereby unconditionally guarantees the full and prompt payment of the Purchase Price as well as the full and prompt performance by the Purchaser of any and all other obligations hereunder.

IS. Binding Effect. This Agreement shall not be binding until the Agreement signed by Purchaser has been received by Seller, which receipt must occur within fifteen (15) days of the date first above written. This Agreement shall be binding upon the heirs, successors and assigns of the Seller and the Purchaser.

14. Jurisdiction, Venue and Controlling Law. The parties agree that this Agreement was executed in Anderson, Madison County, Indiana Jurisdiction and venue for any action arising as a result of (he Agreement shall be in Anderson, Madison County, Indiana and this Agreement shall be construed pursuant to the laws of the State of Indiana.

I. Time of the Essence. Time shall be of the essence in the performance of the duties and obligations hereunder.

IN WITNESS WHEREFORE, The parties hereto have affixed their hands as of the day, month and year first above written.

PURCHASER: \_\_\_\_\_ SELLER: \_\_\_\_\_

Print Name \_\_\_\_\_

Indiana Stallion Station

Address \_\_\_\_\_

Phone \_\_\_\_\_

Season # \_\_\_\_\_

[www.indianastallionstation.com](http://www.indianastallionstation.com)

