

Chute Fee and Boarding Contract

- 1) This agreement is between the undersigned, hereafter "Customer" and Jan Martin Equine Management, hereafter "JMEM" and is entered into as of the date the Mare _____, hereafter "Mare" arrives to JMEM. Mares Age _____ Color _____ Breed _____
Is Mare insured? Yes or No
- 2) A Chute Fee of: **\$500.00 for fresh semen or \$750.00 for cooled or frozen semen**; is to be paid by Customer to JMEM prior to any reproductive work or breeding and is non-refundable.
- 3) The Chute Fee will cover all rectal palpations, reproductive ultrasound scans, semen collections and artificial inseminations for up to 36 days of one pregnancy for up to three cycles bred with fresh or cooled semen for the 2020 breeding season. **The breeding season opens February 10th and closes August 1st.**
a. Mares bred with fresh or cooled semen will require an additional \$250.00 fee per cycle for their 4th and subsequent cycles.
b. Mares bred with frozen semen will require an additional \$250.00 fee per cycle for their 2nd and subsequent cycles.
c. Reproductive work done to attain additional embryos or pregnancies will require an additional chute fee.
d. Rebreds for any subsequent year will require an additional chute fee.
- 4) The pregnancy ultrasounds will be performed on day 14, 28, and 36 days post-ovulation. Mares, which have departed JMEM prior to reaching 36 days in foal, can return to JMEM for these ultrasonic exams. All other pregnancy exams will be charged at the normal rate.
- 5) JMEM agrees to provide board, feed, and general care services for the Mare covered in this agreement. Feed includes alfalfa hay twice daily. The Customer agrees to pay JMEM's published rates, which shall not be increased without thirty days prior notice thereof. All board is billed on a monthly basis and is payable upon receipt. JMEM's present rates are as follows:
- | | | | | | |
|----------|------------------|--------------------------------|--------------|--------------|----------|
| | Additional Grain | \$3.00 | yearling | \$ 28.00/day | |
| Paddocks | \$20.00/day | Supplements purchased by owner | 1.00/day | Foaling Fee | 550.00 |
| Stalls | 28.00/day | Special Hay | 2.00/feeding | Foal at side | 2.00/day |
- 6) Customer agrees that he/she has made him/herself familiar with the facilities at JMEM and approves of the care provided. If any other services are required or desired by Customer, they shall be specified in writing to JMEM when the Mare is delivered.
- 7) Customer authorizes JMEM to solicit any veterinary services necessary or proper for the Mare or her foals well being at the expense of Customer. JMEM agrees to attempt to contact Customer at the numbers listed below should any emergency with the Mare or her offspring occur. All veterinary procedures and/or medications will be billed by the veterinarian on a monthly basis and are payable upon receipt. **Please check box below which applies.** No box marked means the customer accepts JMEM's decision.
 Should communication with Customer not be established and emergency surgery, such as colic surgery, at a minimum cost of \$8,000.00 be necessary, Customer authorizes this surgery.
 Should communication with Customer not be established emergency surgery is not to be performed.
- 8) Customer agrees that JMEM, Rancho Jonata, James Buell, and/or its/their employees will not be held responsible for accidents, injury, sickness or death to the Mare and/or foal and that likewise Customer will not be responsible for any accident, injury, sickness or death to the stallion, other horses or JMEM, Rancho Jonata, James Buell and/or its/their employees.
- 9) JMEM shall have a security interest in the Mare, including any offspring of the Mare, in utero or otherwise, to secure payment of all charges due and owing JMEM hereunder. Said security interest is in addition to, and not in derogation of JMEM's statutory lien rights. Customer agrees to execute, file and record such statements, notices and agreements, as JMEM shall deem necessary to obtain, perfect and retain such security interest.
- 10) If Customer's account with JMEM becomes more than thirty (30) days past due, then upon ten (10) days written notice to Customer at the address listed herein below, JMEM may sell some or all of the horses at public auction and/or private sale in a commercially reasonable manner. JMEM shall be entitled to retain from the proceeds of said sale an amount equal to the past due balance of Customer, JMEM's actual costs and attorneys fees relating to Customer's default and, if any of Customer's horses remain in JMEM's care, custody and control, an amount sufficient to compensate JMEM for six (6) months of board and care for said remaining horse(s). Any balance remaining from said sale shall be paid to Customer.
- 11) JMEM shall attempt with reasonable diligence to settle the Mare: if however, for any reason the Mare does not settle, Customer will hold JMEM harmless.
- 12) The Mare is to be bred: _____ (Circle one)
1st to the stallion _____ Farm Name and Number _____ To Carry or Embryo Transfer
2nd to the stallion _____ Farm Name and Number _____ To Carry or Embryo Transfer
3rd to the stallion _____ Farm Name and Number _____ To Carry or Embryo Transfer

Special information or instructions _____

Customer _____ e-mail _____
E mail Statements? Yes or No

Billing Address _____

City, State, Zip Code _____

Telephone/Cell _____

Signature _____ Date _____

Jan Martin Equine Management
P.O. Box 475
Buellton, CA 93427

Fax: 805-693-0535 (805)331-4087
jmequinemanagement@hotmail.com

Customer is not the owner or does not have full title and registration of the above described mare. The name, address and telephone number of the owner/lien holder of said mare is _____