

Name of Horse:

Owner Name:

Date:

2023 Terms and Conditions for Boarding at Winbak Farm

- (1) Each Horse sent to the Winbak Farm must have a Microchip and/or Tattoo (or Freezebrand) and an identification tag on the halter. All horses must be Standardbred, registered with the USTA and are ***to be accompanied with a negative Coggins test taken within ninety days of arrival to be accepted on the farm.*** Winbak Farm reserves the right to test all animals arriving at Winbak Farm for any infection, by cervical swab or otherwise, as its veterinarian deems proper, including A.G.I.D. test, at the expense of the Owner and the Owner hereby consents to the cancel of any booking contract, without any liability whatsoever and return the animal to the Owner at the Owner’s expense. In the event Winbak Farm notifies an Owner of its rejection of any animal after arrival at Winbak Farm, then Winbak Farm shall have the right to return such animal within 24 hours, in the event that the Owner does not arrange for pick-up of rejected animal. Owner warrants that the listed horse is not blind, chronically lame, infected, vicious, or unmanageable.
- (2) No mare will be bred for patrons with over-due accounts, including any unpaid stud fees from prior seasons.
- (3) All farm charges, including transportation, veterinary fees, blacksmith fees, board (\$25/day/horse/mare, \$6/foal, and \$20 weanling/yearling), etc., are to be paid by the Owner of the horse, mare, foal and yearling on or before the tenth day of the succeeding month. The undersigned Owner agrees to pay Winbak Farm interest at the rate of 2% per month (24% per year) on past due accounts (over 30 days). ***All accounts and board bills must have complete settlement before horse(s) can be released from the farm. We require 24 hour notice prior to the release of all horses. Certified check may be required if 90days past due.***
- (4) **Owner agrees to and acknowledges that the below signature can be used by Winbak Farm as consent to the United States Trotting Association and/or Standardbred Canada to transfer Ownership of said horse to Winbak Farm, if Owner is 180 days past due on any and all past due accounts, for horses being boarded on Winbak Farm property.**
- (5) Winbak Farm, Stallion Syndicates, its agents, employees and Owners of the mentioned horse shall not be liable for death, injury or sickness suffered by any mare or foal(s) for any cause whatsoever while in custody or control on Winbak Farm property. The Owner of the horse agrees to said conditions and waives the right to file claims for damage resulting in such sickness, death or injury.
- (6) Payment of service fee shall be made to the order of **(Circle One)**:

Winbak Farm, LLC 155 Yearling Row Chesapeake City, MD 21915	Winbak Farm of NY, LLC 1200 County Rd 17 Walden, NY 12586
--	--

The Owner of the horse agrees to pay a 2% monthly interest charge on any service fee not paid when due and payable.

- (7) In order to secure payment of agreed upon stud fee, the Owner hereby consents that Winbak Farm shall have a “Lien on Livestock” or security interest on the mare and any foal resulting from the service for any outstanding or unpaid charges due but not limited to the stud fee, boarding charges, medication and/or veterinary services. Whether or not the mare or foal are at Winbak Farm, the Owner further consents to pay for all attorney’s fees incurred by Winbak Farm plus an additional \$250.00, in the event counsel is retained to collect any outstanding balance due under this contract.
- (8) There shall be no modification, waiver, amendment, cancellation or abandonment of any of these terms of this Contract unless the same is in writing and signed by the parties.
- (9) A waiver of the terms or conditions provided in this Contract, on one or more occasions, shall not be deemed a continuing one and all the terms and the conditions of this Contract shall remain in full force and effect.
- (10) This Contract shall be considered a Contract between the Owner of the Horse, any resulting offspring of mare and the appropriate Winbak Farm location, and shall be governed by the laws of the State/Province for where the appropriate farm is located without regard to the principles of conflict of law. The parties agree that the District and/or Circuit courts for the appropriate County/City where the farm is located shall be the exclusive venue for any lawsuits arising out of this Contract and consent to the jurisdiction of said court. The parties hereto waive their right to elect a jury trial in any dispute involving their rights under their rights under this Contract.
- (11) All amounts due under this Contract, including but not limited to the service fee, interest charges, late charges, and attorneys’ fees shall be payable in United States currency, credit card, or a check approved by Winbak Farm or the Syndicate Manager.

Horse Owner’s Signature _____ Date: _____

Printed Name of Owner _____

Winbak Farm Approved By _____ Date: _____

Winbak Farm (410) 885-3059

Winbak of NY (845) 778-5421

www.winbakfarm.com

Name of Horse: _____

Owner Name: _____

Date: _____

2023 Terms and Conditions for Boarding at Winbak Farm p.2

Owner Information:

Name (**Main Contact**): _____

Additional Owner: _____

Mailing Address: _____

Mailing Address: _____

Emergency Phone: _____

Emergency Phone: _____

Email Address: _____

Email Address: _____

All billing shall be sent to (Circle one): Main Contact, Both-split _____% / _____%

Horse Information:

Name (registered): _____

Current Mare Status: _____ Foal At Side
_____ In Foal _____ Barren _____ Maiden

Sex: _____

Last Breed Date if In Foal: _____

DOB/Age: _____

In Foal To: _____

Tattoo / Brand / Chip: _____

If Foal At Side:

Color: _____

DOB: _____ Color: _____ Sex: _____

Being Bred to (if applicable): _____

***FOALING MARES MUST SHIP IN NO LATER THAN 10 MONTHS FROM LAST BRED DATE.**

Horse's Physical Condition/Special Care. Except as specified in this section, to Owner's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care.

Exceptions:

Horse's Behavior.

Boarder states that the Horse exhibits the following behavioral traits:

FOR OFFICE USE ONLY:

Received:

Coggins _____

Vaccination History _____

Breeding Contract (if applicable) _____