



**DEGRAFF STABLES, INC.**  
**Haul-In, On-Farm Breeding, Boarding &/OR Insemination Terms & Conditions**



This agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DeGraff Stables, Inc ("DGS" or "Farm") and the owner or lessee ("Mare Owner") of that certain registered mare having the registered name of \_\_\_\_\_, Breed and Registration # \_\_\_\_\_, AQHA T # \_\_\_\_\_, if applicable ("Mare"). DGS and Mare Owner may sometimes be referred to herein individually as "Party" and collectively as the "Parties". Now, therefore, in consideration of the foregoing promises, covenants and other valuable consideration contained herein, the Parties agree as follows:

1. **Breeding Privilege.** When checked or caused to be checked by Mare Owner below, Mare Owner represents and warrants to DGS that Mare Owner has the right and privilege to breed Mare to the stallion set forth therein ("Stallion"):

- Mare to be Bred On-Farm to Stallion Standing at DGS.** Mare Owner represents and warrants that Mare Owner has duly executed a 20\_\_\_\_ Stallion Breeding Contract to breed the Mare to that certain Stallion standing at DGS having the registered name of \_\_\_\_\_ and such contract is in full force and effect.
- Mare to be Bred to Outside Stallion.** Mare Owner represents and warrants that Mare Owner has the right and privilege to obtain the semen from that certain Stallion listed below and that the contact information set forth below is true and accurate as of the date of this Agreement:

|  |                          |
|--|--------------------------|
| OUTSIDE STALLION NAME & CONTACT INFORMATION: If Applies: |                          |
| Stallion Name: _____                                     | Breed _____ Reg # _____  |
| Stallion Facility: _____                                 | Contact Person _____     |
| Street Address: _____                                    |                          |
| City, State, Zip Code: _____                             | Cell Ph: _____           |
| Phone: _____   | Fax: _____ E-Mail: _____ |

2. **Service and Fees.** DGS agrees to perform all reasonable and customary reproduction procedures for the purpose of breeding and/or foaling Mare. DGS may also provide Mare with any other services suggested or required by good equine practice, all in accordance with the terms and conditions of this Agreement. DGS shall perform these services on behalf of Mare Owner as an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a partnership relationship between DGS and Mare Owner. DGS staff from time to time may perform certain reproductive services. And, In exchange for providing such services, Mare Owner shall pay DGS those fees charged for such services in accordance with DGS's fee schedules and those other costs and expenses incurred by DGS for the Mare and/or a foal at Mare's side ("Foal"), including, but not limited to, mare care, boarding, foal care, cycle management, veterinary care and farrier costs (collectively "Fees"). DGS reserves the right to adjust fee schedules at any time without notice.

3. **Mare Owner Covenants, Representations and Warranties.** Mare Owner covenants, represents and warrants to DGS as follows:
- (i) To Mare Owner's knowledge, the Mare is free from transmittable illnesses or diseases. Mare Owner shall disclose to DGS if the Mare has been exposed to, tested for, treated for or located on a premises that has had any infectious diseases within twelve (12) months prior to the arrival of Mare on Farm. Mare Owner shall provide DGS a minimum of fourteen (14) days prior to Mare's arrival on Farm. Mare's expected arrival date: \_\_\_\_\_.
  - (ii) The Mare shall, upon arrival, be accompanied by (1) a Health Certificate, (2) a current (within 12 months) Negative Coggins Test Result and (3) Mare Information/Disclosure Form.
  - (iii) Mare Owner acknowledges and agrees that Mare will not be allowed on Farm if DGS determines, in its sole discretion, that the above certifications, results and vaccinations, or lack thereof, may pose a potential risk to other equine on Farm. Mare Owner represents and warrants that if Mare Owner fails to disclose any of the above, all such tests and vaccinations have been administered on the Mare and all such tests were negative.
  - (iv) Upon arrival on Farm, Mare shall be halter broke, reasonably safe for handling, and its rear shoes will be removed. DGS reserves the right to reject and return, at Mare Owner's expense, the Mare if DGS determines, in its sole discretion, that the Mare is unsafe for personnel on Farm.
  - (v) Mare Owner shall supply to DGS a copy (front and back) of the Mare's registration papers.
  - (vi) Mare Owner authorizes Farm, to engage performance of such veterinary services, (such as pregnancy testing, palpation, suturing, etc.) as Farm or its veterinarians may deem reasonably necessary for the proper treatment, care and protection of the Mare and/or Foal. Mare Owner also acknowledges that DGS may perform certain customary and ordinary procedures under guidance of veterinarian and that some reproductive procedures may be performed by DGS staff or technicians under supervision or at direction of Farm's veterinarian. All veterinary procedures are to be done at the Mare Owner's expense.
  - (vii) All fees shall become due and payable prior to pick up of Mare or delivery of the Mare to the Mare Owner. DGS shall have a lien against the Mare and/or Foal which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession.
  - (viii) Mare Owner assumes all responsibility for pregnancy testing.
  - (ix) It is understood that multiple pregnancies may be a result of any breeding during a cycle, DGS will provide best efforts to have mare checked for additional embryo(s) through scheduled ultrasound(s). As DGS relies on veterinarian(s) to perform the procedures of ultrasound(s), DGS is not responsible for any multiple pregnancies or subsequent consequences of a multiple



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pregnancy. Mare Owner is responsible for pregnancy confirmation of single embryo upon arrival 'home'. Any remedies in the event of multiple pregnancy(s) will be the responsibility of Mare Owner with Veterinarian whom performed services.

4. **Semen Shipped to DGS.** Mare Owner agrees to pay all charges associated with collection of semen ("Semen") from the Stallion and the shipment of the Semen to DGS including any shipping charges, courier service charges, container return freight charges, and other similar charges and expenses. Mare Owner is solely responsible for the cost and/or disposition of any Semen remaining at DGS at the end of the breeding season, which shall include the cost of returning any unused Semen, storing unused Semen at DGS, or destroying any unused Semen. When checked or caused to be checked by Mare Owner, Mare Owner agrees that DGS may process any unused Semen as follows:

- |   |   |
|---|---|
| <input type="checkbox"/> a. Does Not Apply to this contract           | <input type="checkbox"/> b. Destroy unused Semen                            |
| <input type="checkbox"/> c. Return unused Semen (shipping fees apply) | <input type="checkbox"/> d. Store Semen at DGS at \$25/month per 250 straws |

When invoices for the storage of unused Semen are not paid by Mare Owner when due, DGS may destroy the unused Semen stored at DGS.

5. **Horse Care Authorization.** Mare Owner agrees that during the period that DGS is in possession of the Mare and/or Foal, DGS shall have the right and authority, in its sole discretion, to administer routine preventative medicine including, but not limited to, vaccinations, deworming, and DGS may have the Mare trimmed or shod by a farrier selected by DGS. Mare owner agrees that certain insemination and/or vaginal treatments may be performed by DGS employee or DGS veterinarian. The Mare Owner shall reimburse DGS for the cost thereof.

6. **Veterinary Care.** If at any time DGS determines, in its sole discretion, that the Mare and/or Foal needs to be transferred to a veterinary hospital for medical or surgical treatment, the Mare Owner shall be responsible for paying for all resulting charges directly to the veterinary hospital. The veterinary hospital shall bill the Mare Owner directly for these charges and such charges shall be paid by Mare Owner in full before the Mare and/or Foal is returned back to DGS. DGS will make reasonable efforts to contact Mare Owner in the event that such transfer is required; however if Mare Owner cannot be immediately reached, Mare Owner hereby authorizes DGS to act as a temporary agent on behalf of the Mare Owner and authorizes DGS to initiate such transfer, care and treatment. Mare Owner also authorizes the release of any medical and/or financial information from the veterinary hospital to DGS.

7. **Mare Care and Board.** Mare Owner hereby states that Mare Owner or an authorized agent has inspected the collecting facility and the facility in which the Mare will be kept and hereby approves the condition, upkeep and safety of the same. Mare Owner agrees that DGS will exercise the ordinary care of a prudent horse owner and not that of a compensated bailee. Mare Owner shall reimburse DGS for all board, veterinary expenses, veterinary reproductive expenses, stallion care, farrier expenses, and other related charges on a fee-for-service basis. The normal routine fees will apply. Additional services and fees may be required on an as-needed basis.

8. **Certificate and Parentage Verification.** Mare Owner agrees to comply with all AQHA, APHA or other breed association requirements as contained in the Rules of Registration in breed's Official Handbook concerning the use and handling of Transported Cooled Semen and shall comply with any parentage verification required. Stallion Owner will issue to Mare Owner a breeding certificate upon notification of Live Foal. All charges must be paid in full prior to issuance. Mare Owner acknowledges and agrees that a breeding certificate shall only be issued for Mare and only if the fees set forth in this Agreement and any other related contract are paid in full.

9. **Payment.** DGS shall invoice Mare Owner for all Fees on a monthly basis. Mare Owner shall pay all invoices within 30 days after receipt or at least seven (7) days before requesting the release of the Mare and/or Foal, whichever is sooner. If said invoices are paid by credit card, Farm will add a 3.5% credit card convenience charge to cover bank fees. Mare Owner shall give DGS at least seven (7) days written notice before requesting the release of Mare and/or Foal so DGS may prepare and complete all necessary paperwork. DGS's release of the Mare and/or Foal without receiving payment for the Fees, costs and expenses in full shall not constitute a waiver on the part DGS to collect any unpaid Fees, costs and expenses. If payment is not made when due, DGS may suspend all reproductive procedures and other performance without liability or penalty and, in addition to all other sums payable hereunder, Mare Owner shall pay to DGS (i) a \$25.00 handling fee; (ii) the reasonable costs and expenses incurred by DGS in connection with all actions taken to enforce collection or to preserve and protect DGS's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses; and (iii) interest on all amounts unpaid charged at the monthly rate of 1-1/2% or the highest rate permitted by law, whichever is lower.

10. **Waiver of Liability.** MARE OWNER AGREES THAT DGS, AND ITS REPRESENTATIVES, AGENTS, EMPLOYEES, MANAGERS, MEMBERS, LESSOR, AFFILIATED PERSONS, AND OTHERS ACTING ON DGS'S BEHALF (COLLECTIVELY "DGS REPRESENTATIVES"), SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO ANY CLAIM, DEMAND OR LOSS ARISING FROM ANY SICKNESS, DISEASE, ESTRAY, THEFT, INJURY OR DEATH OF THE MARE, FOAL, OR SEMEN OR LOSS OF PROFIT OR REVENUES, DAMAGE FOR LOSS OF USE OF THE SEMEN, MARE OR FOAL, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR ANIMALS, INCLUDING PERSONAL INJURY, DEATH OR SICKNESS ON ACCOUNT OF THE USE OF THE SEMEN OR THE ACTS OF THE MARE AND/OR FOAL.

11. **Release and Indemnification.** The Mare Owner hereby releases and agrees to indemnify, defend and hold harmless DGS and DGS Representatives from any claim, charge, debt, demand, lawsuit, loss and expense, including but not limited to attorneys' fees, which may be imposed upon or incurred, directly or indirectly, as a result of the services performed pursuant to this Agreement, arising out of or attributable to or resulting from the acts and behavior of the Mare and/or Foal. This indemnification shall extend to the successors and assigns of DGS and DGS's lessor.

12. **Risk of Loss.** The Mare Owner agrees to assume all responsibility for the Semen, Mare and/or Foal, even if in the physical possession of DGS, and shall bear all risk of loss, damage or death to the Mare and/or Foal, whether by disease, injury loss, infection, theft or by any cause whatsoever, and agrees to hold DGS (or any person employed by or associated with DGS) harmless on any and all damages associated therewith.

13. **Inherent Risks and Assumption of Risk.** The Mare Owner acknowledges there are inherent risks associated with equine activities, including breeding, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks



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include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. **WARNING:** Under Ohio Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2305.321.

**14. Termination.** DGS reserves right to discontinue service at its sole discretion and may terminate this Agreement upon 10 days notice directed to the Mare Owner at the address below or any other manner reasonably calculated to provide notice. Such termination shall not prejudice or impair DGS's rights herein, including but not limited to its right to seek payment for any services rendered.

**15. Miscellaneous.** Each Party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. No services other than those expressly stated in this Agreement will be provided by DGS without an express, written and signed amendment to this Agreement. This Agreement is not assignable by Mare Owner. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. No failure by DGS in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. This Agreement shall be governed by the laws of the State of Ohio, and any legal action relating in any manner to this Agreement or the relations of the parties shall be brought in a state or federal court sitting in or encompassing Ottawa County, Ohio. The parties agree to submit to the personal jurisdiction of said courts pursuant to 2305.321, and hereby waive any objection to venue and any claim that the action has been brought in an inconvenient forum. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of Mare and/or Foal under this Agreement, Mare Owner hereby authorizes and appoints DGS to execute any required documents on behalf of Mare Owner. The Parties agree that a facsimile or other electronic transmission of a counterpart of this signed Agreement constitutes an original counterpart and shall be a valid and binding document for all legal and other purposes. This Agreement may be executed in multiple counterparts by the Parties. All of such counterparts shall be construed as if all signatures were appended to one document.

**16. Authority.** The undersigned hereby individually represents and warrants that the undersigned is the true and lawful owner of the Mare or, if not the owner of the Mare, the undersigned is duly authorized by the Mare Owner to execute this Agreement on behalf of the Mare Owner. The undersigned represents and warrants that undersigned has the actual authority to make any and all decisions regarding the Mare and/or Foal and its veterinary care. All references in this Agreement to the Mare Owner shall be deemed binding upon the undersigned and the Mare Owner. The undersigned hereby agrees to indemnify, defend and hold harmless DGS for any and all claims made by the Mare Owner based upon a breach of the above representations and warranties.

[SIGNATURE PAGE TO FOLLOW]



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|                   |  |                                      |  |
|-------------------|--|--------------------------------------|--|
| <b>Mare Name:</b> |  | <b>Breed &amp; Registration No.:</b> |  |
|-------------------|--|--------------------------------------|--|

**Board Rates ~ Choose One:**

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Dry Mare; Outside \$_____/Day   | <input type="checkbox"/> Wet Mare; Outside \$_____/Day | <input type="checkbox"/> Show Mare Board \$_____/Day            |
| <input type="checkbox"/> Dry Mare; Inside \$_____/Day  | <input type="checkbox"/> Wet Mare; Inside \$_____/Day  | <input type="checkbox"/> Foaling Stall (as Applies) \$_____/Day |
| <input type="checkbox"/> BOARD DOES NOT APPLY – HAUL IN FOR INSEMINATION ONLY; NO BOARD CHARGES APPLY  |  |   |
| Mare will be bred for Embryo Transfer? <input type="checkbox"/> Yes <input type="checkbox"/> No – If Yes, Mare Owner will also execute 2014 Embryo Transfer Contract |  |   |

**Fees For This Contract:**

|    |   |
|----|---|
| \$ | \$250 – Rebreed Fee   |
| \$ | \$250 – One-Time Non-Refundable Cycle Management Fee - Mare Handling/Records Management   |
| \$ | \$210 – Haul-In Insemination Lab Fee; Per Occurrence  |
| \$ | \$350 – Foaling Fee – 1 <sup>st</sup> Mare  |
| \$ | \$300 – Foaling Fee – 2 <sup>nd</sup> or More Mares   |
| \$ | \$ ~ Other ~  |
| \$ | \$ ~ Other ~  |
| \$ | 7% Sales Tax for In-State Breedings If Applies <input type="checkbox"/> 7% Sales Tax Applies <input type="checkbox"/> 7% Does Not Apply                     |
| \$ | Total/Sub-Total   |
| \$ | 3.5% Credit Card Convenience Fee for Visa/MC Payments; If Credit Card is Used   |
| \$ | Total On-Farm Fees ~ <input type="checkbox"/> YES, Please Charge My Credit Card Or, <input type="checkbox"/> No, Do Not Charge My Card, I Will Pay by Check |

**Mare Owner/Lessee Billing Information:**

|                                 |  |                |  |
|---------------------------------|--|----------------|--|
| <b>REQUIRED Billing Name:</b>   |  |                |  |
| Billing Address:                |  |                |  |
| City, State/Province, Zip:      |  |                |  |
| Daytime Phone:                  |  | Evening Phone: |  |
| Fax Number:                     |  | Cell Phone:    |  |
| <b>REQUIRED e-mail address:</b> |  |                |  |

**Credit Card Information & Authorization~ REQUIRED for Breeding to Off-Site Stallion:**

|   |  |
|---|--|
| EXACT Name on Card:   |  |
| Card Billing Address:   | Or, <input type="checkbox"/> Address Same as Above |
| City, State & Zip:  |  |
| VISA or Master Card #:  |  |
| Expiration Date:  | 3 Digit Number on Back of Card:                    |
| <input type="checkbox"/> I Authorize DGS to Charge My Card for Off-Site Stallion Shipped Semen Fees                   |  |
| <input type="checkbox"/> I Authorize DGS to Charge My Card for Monthly Breeding Expenses or Haul-In Insemination Fees |  |
| Signed by:  | Date:  |

SIGNATURES:

**OTHER TERMS:**

**IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year set forth first above:**

|  |   |
|--|---|
| <p><b>Signature of Mare Owner or Authorized Agent</b></p>    |   |
| <p><b>Print Name</b></p>                                     | <p><b>Signature DGS Authorized Representative</b></p> |
| <p><b>Date</b></p>   | <p><b>Date</b></p>                                    |
| <p><b>Emergency Contact &amp; Emergency Phone Number</b></p> |   |



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Addendum - Mare Information/Disclosure Statement- Breeding at Farm - **Page Req'd 5 Days Prior to Arrival**

|             |                 |  |
|-------------|-----------------|--|
| Mare Name:  | Breed & Reg No. | Year Born:                                     |
| Mare Color: | Mare Markings:  | Weight: <span style="float: right;">LBS</span> |

Board Preference - Choose One:

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Dry Mare; Outside | <input type="checkbox"/> Wet Mare; Outside | <input type="checkbox"/> Show Mare Board            |
| <input type="checkbox"/> Dry Mare; Inside  | <input type="checkbox"/> Wet Mare; Inside  | <input type="checkbox"/> Foaling Stall (as Applies) |

Insurance Information (REQUIRED INFORMATION):

|                  |               |               |
|------------------|---------------|---------------|
| Insured? Y or N? | Insurance Co: | Policy #      |
| Contact Name:    | Day Ph:       | Emergency Ph: |

Breeding & Health Information:

|   |   |                         |  |   |  |
|---|---|-------------------------|--|---|--|
| 2018 Service Stallion:  | Open?                                   | Y or N                  | Maiden?                                      | Y or N?   | If not maiden & Open, Identify Last Year Bred: |
| Mare Barn Name: <span style="float: right;">Please advise pertinent breeding history:</span>                                  |   |                         |  |   |  |
| If Mare Is Open for Breeding season a Negative Uterine Culture and Equine Cytology with Sensitivity ARE Required - Check One: |   |                         |  |   |  |
| <input type="checkbox"/> Mare Owner Will Provide Diagnostics Prior to Arrival at Farm (Current within 30 Days)                |   |                         |  |   |  |
| <input type="checkbox"/> Mare Owner Prefers Procedures to be Performed at DeGraff Stables/Liberty Farm upon arrival at Farm   |   |                         |  |   |  |
| Prior Foals?  | Y or N                                  | How Many?               | If not in foal; state year of last foal:     | If in foal; expected foaling date?              |  |
| Last Breeding Date:   | Caslicks?                               | Y or N                  | 2016 Covering Sire for 17 Foal:              | Describe mare's foaling habits on back of page. |  |
| If foal accompanies mare; date foaled:  | Foal Wormed?                            | Y or N                  | If Yes, Date & Type:                         |   |  |
| Foal Color:   | Foal Sex:                               |                         |  |   |  |
| <b>Mare's Immunizations - Type:</b>   | <b>Date and Manufacturer</b>            |                         | <b>Mare's Immunizations - Type:</b>          | <b>Date and Manufacturer</b>                    |  |
| E/W Encephalomyelitis:  |   |                         | West Nile Virus:                             |   |  |
| Rabies:   |   |                         | If PG - Rotavirus - 8 <sup>th</sup> Month:   |   |  |
| Botulism (Initial) 1 of 3:  |   |                         | If PG - Rotavirus - 9 <sup>th</sup> Month:   |   |  |
| Botulism (Initial) 2 of 3:  |   |                         | If PG - Rotavirus - 10 <sup>th</sup> Month:  |   |  |
| Botulism (Initial) 3 of 3:  |   |                         | If PG - Rhinopneumonitis- 5 <sup>th</sup> :  |   |  |
| Or, Botulism - Annual:  |   |                         | If PG - Rhinopneumonitis - 7 <sup>th</sup> : |   |  |
| Potomac Horse Fever:  |   |                         | If PG - Rhinopneumonitis - 9 <sup>th</sup> : |   |  |
| Influenza (I.M. or Internasal):   |   |                         | Or, Rhinopneumonitis- Annual:                |   |  |
| EVA Vaccination Date : &Vaccination Serial Number:  |   |                         | Streptococcus Equi (I.M. or Internasal):     |   |  |
| Or, EVA Negative Blood Titer Date:  |   |                         | Tetanus:                                     |   |  |
| Health Certificate Date:  |   |                         | Negative Coggins Test Date:                  |   |  |
| Blacksmith Last Date:   | Trim?                                   | Shoes?                  | Date & Type of Last Wormer?:                 |   |  |
| Blacksmith Special Requirements?:   |   |                         |  |   |  |
| State any Medical History, Handling, or Habits of mare that are pertinent:  |   |                         |  |   |  |
|   |   |                         |  |   |  |
| Feed Type:  | QTY Feed in LBS Per Day:                | Hay Type & QTY Per Day: |  |   |  |
| Any special dietary requirements? Any allergies to feeds:   |   |                         |  |   |  |
| Item:   | Description of Items to Farm with Mare: |                         |  |   |  |
| Halter Description:   |   |                         |  |   |  |
| Blanket Description:  |   |                         |  |   |  |
| Supplement/Meds:  |   |                         |  |   |  |
| Other:  |   |                         |  |   |  |

Mare Owner Information:

|  |               |           |
|--|---------------|-----------|
| Name (Please Print):   | PH #1:        | PH #2:    |
| <b>Mare Owner to Provide Prior to Mare's Arrival: 1) Disclosure Statement 2) Copy of Negative Coggins &amp; Breeding Diagnostics 3) Copy of Vet Certified Current Vaccinations 4) Copy of Registration Papers 5) Copy of Last Year's Veterinary Breeding Records</b> |               |           |
| DGS/Liberty Farm Only - Mare #:  | Arrival Date: | Location: |