

 **Foaling Agreement**

 **2026**

|  |
| --- |
| Todays Date: \*\*Please include a copy of the mare’s negative Coggins when submitting this contract. \*\*Mare Information |

|  |  |
| --- | --- |
| Mares Name: Age: Foaling Date: | Breed:Color: |
| Is your Horse Insured Insurance Agency & Contact info* Yes
* No
 |  Type of insurance |

Owners Information

|  |
| --- |
| Owners Name: Email Address: |
| Address: City: State: Zip: |
| Primary Phone: Cell Phone: |
| In case of an emergency please provide us with a Name:secondary contact name and number of a person that can authorize veterinary medical or surgical treatment. Phone: |
|  Billing Options: ☐ Cash | ☐ Check | ☐ Venmo (submit information upon arrival) \*The base fee for your selected service is due when your mare is dropped off at CSPH\* |

This agreement is entered into this\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_,

by and between CS Performance Horses LLC and the Mare Owner.

1. The person signing this contract represents and warrants that he/she is the **true and lawful**

**owner** of the mare, or if not the owner, then has actual authority to act as Owner’s agent for the

purpose of entering this contract, and to make any and all decisions regarding the animal and its

care. The signatory shall be fully responsible for all charges incurred under this contract and

shall indemnify, defend and hold harmless CS Performance Horses LLC from any and all claims, of every kind and nature, arising as a result of or in connection with this contract (including any claim that such person lacked the right or authority to execute this contract on behalf of the true owner). All references in this contract to the Mare Owner shall be deemed binding upon the person signing this contract, and the owner of the mare (hereinafter, individually and collectively referred to as the Mare Owner).

2. Mare Owner agrees that during the period CSPH is in possession of the Mare and or Foal, good equine practice may suggest and/or require the Mare and or Foal to be vaccinated, dewormed, and

feet trimmed or shod. Therefore, during the term of this contract, the Mare Owner hereby grants to

CSPH the right and authority, based upon its independent judgement, to administer **routine preventative medicine** and to have the Mare and or Foal trimmed or shod at any time by the farrier selected by CSPH. The Mare Owner shall pay/reimburse CSPH or the cost thereof upon invoice as set forth below.

3. The Mare Owner hereby releases and shall indemnify and hold CSPH harmless from any claim,

demand or loss arising from any disease, injury or death to the Mare and/or foal and/or in utero foal

arising out of any undertaking by CSPH under the terms of this contract. Further, the Mare Owner

shall exonerate, protect, indemnify, defend, and hold harmless CSPH, from and against any and all

liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind

(Including, without limitation, those arising out of attributed, directly or indirectly, to or resulting

from any and all negligent acts or omissions of the Mare Owner, whether caused by the sole negligence

acts or omissions of Mare Owner or by the concurrent negligent acts or omissions of Mare Owner),

arising out of attributed, directly or indirectly, to the use, possession, transportation (except for

transportation, delivery and pick up by CSPH), condition, or storage of the mare, irrespective of the

legal theory upon which any such claim or suit may be based. This indemnification shall extend to

the successors and assigns of CSPH.

4. Mare Owner agrees to **pay, at time of arrival, a down payment of “base” fee, of $550.00,** and all charges in full, before departure of the Mare and/or Foal. At least 48 hours’ advance notice must be given prior to departure of the Mare and or Foal to allow preparation of

required paperwork. The Mare Owner is required to make transportation arrangements for the mare

and or Foal between the hours of 7:30am-5:00pm, Monday through Friday, unless previous

arrangements have been made well in advance.

5. **Mares will not be released if the bill is not paid prior to departure**, unless prior

arrangements have been made.

6. All invoice **balances are payable within 30 days of monthly or final invoice.** After 30 days

from billing date, interest of 1.5% per month on the outstanding balance will be assessed. CSPH

reserves the right to refuse or suspend service when any of the Mare Owner’s accounts with CSPH are

past due. The Mare Owner agrees to pay all costs and reasonable attorney fees incurred by CSPH in

attempting to collect any outstanding balance.

7. The Mare Owner is responsible for obtaining and paying for any insurance desired on the Mare

and/or foal and/or in utero foal. CSPH does not provide insurance.

8. If at any time CSPH determines, in its sole judgement and discretion, that the Mare and/or foal

needs to be transferred to a referral clinic (Stillwater Equine Hospital or University of Minnesota) for

medical or surgical treatment, the Mare Owner is responsible for all charges incurred. These

charges will be **billed separately by the referral clinic** and must be paid in full before the

animal may be returned to CSPH. CSPH will make reasonable efforts to contact Mare Owner in the

event that such transfer is required; however, if the Mare Owner cannot be immediately reached,

Mare Owner hereby authorizes CSPH to initiate such transfer and exam.

9. This contract is non-transferable. If the Mare and or Foal is sold, all unpaid fees become

immediately due and payable and no refunds will be made.

10. CSPH reserves the **right to discontinue service** at its discretion and to terminate this contract

upon 10 days advance written notice to the Mare Owner

11. The Mare Owner will be considered in default of its obligations under this contract if the Mare Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this contract and such failure continues for 10 days after CSPH gives the Mare Owner written notice thereof. In the event of default by the Mare Owner, CSPH may terminate this contract as of the date specified in the notice, without

prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce

this contract, or for damages or any other relief arising from or in connection with it, shall originate

exclusively in the District Court in and for the County of Barron, State of Wisconsin.

12. This contract constitutes the entire understanding between the parties and supersedes any

previous contract or understandings, whether oral or written, concerning the subject matter of this

contract. No services other than those expressly stated in this contract will be provided by CSPH

without an express, written and signed amendment to this contract.

**By signing below, I acknowledge and agree to comply with the terms and conditions**

**stated above. Further, I authorize CSPH to act as temporary agent on my behalf should the Mare, her foal and/or pregnant recipient require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from CSPH to the referral clinic/hospital.**

**Please initial if mare owner understands the above agreements: \_\_\_\_\_\_\_**

**Service/Fees**

Service for Mare Foaling Management: CS Performance Horses LLC offers mare foaling management for a fee of $550.00/mare.

Services included: monitoring of the mare (use of surveillance cameras), Foal Alert, individual box stall, and daily outdoor turn out (weather permitting) for exercise and Ca/PH testing. Post parturition foal care includes treatment of umbilicus (2x/day), physical exam, monitoring of nursing, IgG level at 15- 24hrs of age, and probiotics.

Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm shall be entitled to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Owner's account is placed in the hands of an attorney, Owner agrees a minimum fee of $250.00 shall be assessed as attorney's fees.

**Please initial if mare owner understands the above agreements: \_\_\_\_\_\_\_**

**Mare Care and Board**

Board and feed shall be covered by our dry mare board price of $25/day until foal is born when

An additional $5/day will be added for foal board. Should the mare owner wish to have the mare stay on

premises longer than 7 days post-foaling the cost of mare care shall be $35/day. Should the mare

owners decide to breed to a Farm owned stallion a reduced mare care fee will be applied.

Mare Owner hereby states that he/she has inspected the premises of the breeding facility, including the

facilities in which the mare is to be kept and is satisfied with their condition, upkeep and safety.

-If a horse being boarded at CSPH becomes ill or injured and requires a veterinarian’s attention, the management will call the veterinarian, and the horse owners will be responsible for all charges. Owners will be notified as soon as possible.

-CSPH regular veterinarian and farriers will be used unless a prior arrangement has been made and agreed upon by the client and CSPH

-Cassandra and Tyler Free, CS Performance Horses LLC assume no liability for accident, sickness, or death of a horse, but will exercise reasonable judgement in care and supervision of the horse. Owner and guests understand unforeseen accidents and injury are possible and no horse is safe.

Owners and guests are also aware that adverse weather or unfamiliar people and surroundings may affect a horse and are fully prepared to accept those hazards at one’s own risk.

-I have inspected the property, and I find it safe and suitable for its intended purpose. The management will keep records. Routine deworming and vaccination schedule or any other problems or needs can be discussed with Cassandra Freer

**\*\*All horses will be turned out for exercise UNLESS you provide written instructions from a veterinarian stating that the horse is to remain confined. \*\* If you do not want your horse turned out and you do not have a veterinarian’s statement, you will be expected to come daily to exercise your horse. \*If you choose not to come daily, this service will be provided at an additional fee. ($40.00/day or $1200.00/month) \* Board is due on the first of each month. If boarded less than a month, the board is due when the horse is picked up.**

**General Conditions**

We require disclosure of any medical conditions that could affect management of the animal before acceptance. The condition of your animal will be documented upon their arrival. Please provide the following information to help us manage your animal.

Pre-existing conditions (illness, injury, lameness, vices, etc): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Treatments (medications, etc.):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mare Owner agrees to furnish a negative Coggins Test prior to mare's arrival at CS Performance Horses LLC. Current vaccinations for equine influenza, tetanus, and encephalitis. Mares not vaccinated will be vaccinated shortly after arrival at Farm at the expense of Mare Owner. Mare Owner authorizes Farm, to

engage performance of such other veterinary services, as Farm may deem necessary for the proper

treatment, care and protection of the mare and/or foal at side. This is to be done at the Mare Owner's

expense and will be billed and payable as above described.

In the event of colic or life-threatening illness of the mare, all means available will be utilized to save said mare unless otherwise instructed by Mare Owner.

Mare Owner shall pay any and all costs in connection therewith. Mare owner will try to be contacted via

phone prior to any high expense treatments.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by

the mare and/or foal at side, or any other cause of action whatsoever arising out of or connected in any

way with the breeding or boarding of the mare and/or foal. This includes, but is not limited to, any personal

injury or disability which the Mare Owner or Owners may receive while on the premises of the breeding

facility. Mare Owner fully understands that Farm does not carry any outside horses in its possession,

custody or control for breeding and boarding on any public liability, accidental injury, theft or equine

mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares

and/or foals are to be born by the Mare Owner or Owners. Farm strongly recommends equine mortality

insurance be obtained applicable to the subject horse(s) by Owner. The standard of care applicable to

Farm is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall

Mares that are not halter broken will not be accepted. Owner agrees to submit a completed Horse

Information Sheet at least five days prior to the mare's arrival on the premises of the breeding facility.

Mare Owner understands and agrees that the mare may be tranquilized if deemed reasonable or necessary by Farm.

**Please initial if mare owner understands the above agreements: \_\_\_\_\_\_\_**

**Inherent Risks and Assumption of Risk**

The undersigned acknowledges there are inherent risks associated with equine activities such as

described below and hereby expressly assumes all risks associated with participating in such activities.

The inherent risks 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.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement.

This contract is made and entered into in the State of Wisconsin and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

**Please initial if mare owner understands the above agreements: \_\_\_\_\_\_\_**

|  |
| --- |
| Signature of mare owner/Agent: Date: |
| Print Name: |
| Signature of CSPH Authorized Representive: Date: |