

2021 BREEDING CONTRACT

1. Purchaser agrees to purchase a breeding nomination to the Standardbred stallion CATTLEWASH and as payment in full, Purchaser agrees to pay the sum of \$7,500.00 (Seventy Five Hundred dollars) to W. J. Donovan Enterprises, LLC (hereinafter, "Stallion Owner").
2. Each mare shall be booked specifically by name and the booking may not be transferred to another mare without prior written consent of the Stallion Owner. There is no guarantee of another booking.
3. If an embryo/ovum transfer is attempted on the above named mare without prior consent of the Stallion Owner, this contract will be deemed null and void. Mares that are not at least three years of age may not be booked to the stallion for purposes of embryo/ovum transfer. The Stallion Owner shall issue only one mating certificate for the registration of a single foal resulting from embryo/ovum transfer, regardless of the number of resulting foals. If a mare booked to CATTLEWASH is bred to some other stallion after being bred to CATTLEWASH the breeding contract for said mare shall be deemed null and void even if the mare delivers only one foal for that breeding season and that foal is found to be by CATTLEWASH.
4. The Stallion Owner and Walnridge Farm, Inc. as well as their agents and employees, shall not be liable for injury, death or disability suffered by any mare from any cause whatsoever while in custody or control of, or while on Walnridge Farms, and the Purchaser and/or Broodmare Owner specifically assent to such condition and waives all claims for damages resulting from such injury, death or disability.
5. The Service Fee is due and payable when the mare produces a live foal or ownership thereof changes, whichever occurs first. In the event the ownership of the mare is transferred and the mare subsequently fails to give birth to a live foal, no refund of the service fee shall be due. A live foal is one that is able to stand and nurse unassisted.

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If the mare fails to produce a live foal and ownership has not been transferred, a Service Fee paid in advance will be refunded upon receipt of certificate from a veterinarian within 30 days stating specifically that the mare has been pronounced barren, has slipped, or has birthed a dead foal.

6. Walnridge Farms charges a non-refundable collection and insemination fee for each cover. There may also be charges for semen transportation. These fees are to be collected by Walnridge Farm.
7. All accounts pertaining to the above mare or client must be paid in full before a mating certificate will be issued. A 1.5% monthly service charge will be added to any balance over 30 days outstanding.
8. In order to secure payment of the Service Fee, Purchaser hereby grants to W. J. Donovan Enterprises, LLC and W. J. Donovan Enterprises, LLC hereby retains a security interest in and to the foal to be produced, whether in utero or after birth, the mating certificate applicable to said breeding, and any and all registrations papers applicable to said foal. Pursuant thereto, Stallion Owner shall be permitted to retain said mating certificate or procure any and all registration papers applicable to said foal until all obligations of Purchaser(s) to Stallion Owner hereunder are performed in full. Purchaser further appoints Stallion Owner, or his designee, as Purchaser's attorney -in-fact for the purpose of executing on Purchaser's behalf and filing such financing statement (UCC-1 or equivalent) as Stallion Owner may deem appropriate covering Purchaser's interest in said foal, the mating certificate and any and all registrations applicable to the foal. Purchaser(s) agree that Stallion Owner is entitled to retain or procure possession of such certificates to secure performance of the obligations of the Agreement by Purchaser(s).
9. In the event legal assistance is required to collect charges accruing hereunder, all expenses, including reasonable attorney's fee, incurred by W. J. Donovan Enterprises, LLC and/or Walnridge Farm, Inc. shall be borne by

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the undersigned Purchaser(s).

10. In the event the Stallion in any manner becomes unfit for breeding before serving the mare, or if the mare dies or otherwise becomes unfit to be bred, the parties shall notify each other of the situation immediately and this contract shall be null and void.
11. All barren mares are required to undergo examination for genital tract Infection and a statement of negative culture is to be furnished to Walnridge Farm. In the event any mare has failed to become pregnant after being bred on two heat periods a statement of negative culture may be required before being bred again.
12. The opening and closing dates of the breeding season are solely determined by the Stallion Owner.
13. In the event this agreement is executed by an agent of the owner, authorized or otherwise, such agent hereby unconditionally guarantees the full and prompt payment of the Service Fee, and any and all other amounts due hereunder, as well as performance of all other obligations hereunder.
14. This agreement and the application or construction thereof, shall be governed exclusively by its terms and by the laws of The State of New Jersey, and Purchaser(s) agrees to submit to the jurisdiction and venue of the courts of the State of New Jersey.
15. Purchaser acknowledges it is anticipated Cattlewash will remain in training during the 2021 breeding season with a planned return to racing in May, 2021. In the event Cattlewash's race schedule requires he be transported out of New Jersey, breeding requests submitted on or after May 1, 2021 may be fulfilled by way of frozen semen.

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16. THIS CONTRACT IS NULL AND VOID IF NOT RETURNED TO US SIGNED
WITHIN 14 DAYS OF DATE OF CONTRACT.

Agreed to and executed this _____ day of January, 2021

Purchaser:

Signature

Print Name

Stallion Owner: W. J. Donovan Enterprises, LLC
By: William J. Donovan, Manager

Walnridge Farm, Inc.
By: Richard S. Meirs, VMD, President