



# SILVER CREEK FARMS

## 30-DAY PONY STALLION TEST AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, made by and between **Silver Creek Farms, LLC**, hereinafter referred to as "FACILITY", located at 18454 E. 111 St. Broken Arrow, OK 74011 and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as "OWNER" of "STALLION" described below. These parties warrant that they have the right to enter into this AGREEMENT.

### DESCRIPTION OF STALLION

Name			
DOB		Color	
Breed		Registration Number	
Insurance Carrier (if applicable) Policy Phone number			
Current Vaccinations / Worming Type / Date			
Current Feed / Supplements Quantity / Schedule			

### TEST CONTACTS

OWNER hereby acknowledges receipt of Test Contacts and authorizes appropriate contact and handling of STALLION by Test Contacts.

Managing Director	Summer Stoffel	918-830-7776
Training Director	Harald Hoffman (Germany)	918-512-3122
Test Veterinarian	Sapulpa Veterinary Hospital	918-224-6867

### FEES

Testing Fees are made payable to Silver Creek Farms in the amount of \$5,500.00. Payment must be received with the signed agreement **no later than September 15<sup>th</sup>, 2015**. For your convenience, we accept Visa, Master Card, and American Express. Checks are made payable to Silver Creek Farms.

Boarding Fees will be included in Testing Fees for the period of October 28<sup>th</sup>, 2015 through and including November 30<sup>th</sup>, 2015. OWNER should notify FACILITY of planned arrival time. Additional boarding is \$35.00 per night and arrangements should be made directly between OWNER and FACILITY. All additional fees to FACILITY, Test Farrier, and Test Veterinarian must be paid before STALLION leaves FACILITY.

Veterinary Fees for the test required veterinary examinations are included in Testing Fees. Any additional veterinary expenses shall be borne by OWNER. If STALLION fails the first veterinary examination, OWNER will be entitled to a refund of \$3,400.00. No additional refunds will be given once STALLION begins the Test.

## **TEST GUIDELINES**

Silver Creek Farms will be conducting the 30-Day Stallion Test beginning October 30<sup>th</sup>, 2015 and ending November 28<sup>th</sup>, 2015 held in accordance with Section 28, Paragraph 1, Sentence 2 of the German Stockbreeding Law from 21.12.2006 (BGBl page 3294) in connection with the standards of performance tests and the horse breeding value requirements (February 2, 2001 BGBl I. S. 190) according to the order of the breeding associations of the German Equestrian Federation.

- Veterinary examinations will be conducted by the Test Veterinarian on October 30<sup>th</sup> and November 26<sup>th</sup>, 2014. STALLION must "pass" to continue Test.
- Training will include basic flat work under saddle, course jumping, cross country and free jumping.
- Testing will assess character, temperament, willingness to work, rideability, athletic ability, gaits under saddle, and jumping scope and technique in the jumping chute as well as jumping ability undersaddle during the course jumping and cross country
- The training phase of the Test will be scored by the Training Judge.
- During the final 3 test days, STALLION will be scored for rideability by 1 Guest Rider and scored during the under saddle, cross country, course jumping and free jumping phases by 2 Test Judges.

## **PAPERWORK AND ITEMS REQUIRED**

Upon arrival of the STALLION to FACILITY, OWNER must provide the following:

- Proof of current negative Coggins and EVA test
- Current Health Certificate
- Original Papers or Passport
- Tack – bridle with flash noseband, 2 leather halters, lead, bit (jointed mouthpiece with either loose ring, eggbutt, or D-ring), 2 schooling saddle pads
- Blankets – winter blanket, stable blanket, cooler
- Leg protection – jumping boots, set of polo wraps, washable turn-out boots, bell boots
- Grooming box – brushes, curry comb, hoof pick, tail brush, hoof oil, fly spray, detangler, shampoo
- Printed inventory of items

All items must be labeled with STALLION's name. FACILITY is not responsible for damage to equipment through normal use. If stallion owner does not provide items outlined on the list, then Fees may be incurred for use of the FACILITY's equipment until items are provided.

## **VACCINATIONS, HEALTH MAINTENANCE, GROOMING, AND ROUTINE CARE**

STALLION must be current on all vaccinations within the last 6 months and wormed prior to coming to FACILITY.

Farrier services will be provided as needed. The cost of such care secured shall be due and payable by OWNER within fifteen (15) days from the date OWNER receives notice thereof and FACILITY is authorized to arrange direct billing by said care provider to OWNER.

Farrier and veterinary services will be provided by the Test Farrier and the Test Veterinarian, unless specified otherwise by OWNER and, in which case, it is OWNER's responsibility to establish an account and provide FACILITY with contact information.

Mane pulls, clipping (whiskers, bridle path, ears), and braiding will be done prior to the final three days of testing and/or as needed and are not included in the testing fees. STALLION should arrive at FACILITY body clipped (if necessary), trimmed, and with pulled mane. If STALLION needs appropriate grooming upon arrival, the services will be rendered by FACILITY and the cost will be borne by OWNER. Cost of additional services are as follows:

- Full body clip - \$225
- Partial clip (i.e. ears/bridle path/legs) - \$65
- Braiding - \$45/day

Owner authorizes the use of sedation if necessary.

## **FEED AND FACILITIES**

FACILITY agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the STALLION.

- Free choice quality hay and Buckeye products
- Stalls cleaned daily, bedded with pine shavings
- Daily cleaning of tack and laundry of pads
- Blanketing and standing wraps as needed

OWNER understands that the Training Director may find it necessary to change feed or supplements to ensure STALLION achieves optimal fitness.

Supplements provided by OWNER must be either packaged in SmartPaks or in individual Ziplock bags labeled with directions and STALLION's name.

Turn-out for STALLION is available, if weather permits. OWNER acknowledges there are risks to STALLION inherent with turn-out and that OWNER assumes responsibility for those risks.

## **EMERGENCY CARE**

FACILITY agrees to attempt to contact OWNER, at the home telephone number ( \_\_\_\_\_ ), the work telephone number ( \_\_\_\_\_ ), cell telephone number ( \_\_\_\_\_ ), and the emergency telephone number ( \_\_\_\_\_ ), should FACILITY feel that emergency medical treatment or farrier services is needed for STALLION. However, in the event FACILITY is unable to contact OWNER within a reasonable time, time to be judged and determined solely by FACILITY, FACILITY is then hereby authorized to secure emergency veterinary and/or farrier care by any licensed providers of such care who are selected by FACILITY, as FACILITY determines is required for the health and well being of STALLION. The cost of such care secured shall be due and payable by OWNER within fifteen (15) days from the date OWNER receives notice thereof and FACILITY is authorized to arrange direct billing by said care provider to OWNER. It is the responsibility of OWNER to provide current emergency contact numbers.

## **FACILITY & TEST RULES**

OWNER hereby acknowledges receipt and understanding of the current Test Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

- OWNER may not interfere with how the Test is conducted
- The Training Director will establish the training and care schedule for STALLION during the Test, including but no limited to, changing of tack (i.e. bits, nosebands, etc.) as necessary to provide STALLION with optimal training
- OWNER may observe, but may not participate in the handling or care of STALLION during the Test
- FACILITY will not administer any medications to STALLION without the mutual consent of Training Director, OWNER, and Test Veterinarian
- FACILITY will only administer supplements to STALLION which are provided by OWNER
- STALLION will not be used for breeding during the Test (i.e., no semen will be collected from STALLION)

Failure, as determined in FACILITY's sole discretion, of OWNER or OWNER's guests and invitees to abide by Test Rules may result in FACILITY declaring OWNER in default hereunder and result in termination of this AGREEMENT.

**HOLD HARMLESS**

OWNER agrees to hold FACILITY and their employees harmless from any claim resulting from damage or injury caused by STALLION, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by FACILITY in defense of such claims.

**RISK OF LOSS**

During the time that STALLION is in the custody of FACILITY, FACILITY or their employees shall *not* be liable for any sickness, disease, theft, death, or injury which may be suffered by STALLION. This includes, but is not limited to, any personal injury or disability STALLION may receive while on FACILITY's premises. OWNER fully understands and hereby acknowledges that FACILITY does not carry any insurance on any STALLION not owned by FACILITY, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding and training of STALLION, or for any other reason, for which the STALLION is in the possession of FACILITY, *are to be borne by OWNER.*

**DEFAULT**

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. Any payment due FACILITY under this AGREEMENT shall be due and payable immediately in the event of termination. Upon termination of this AGREEMENT, no refund of TEST fees will be due to OWNER and OWNER will be required to move STALLION from FACILITY within 72 hours of termination.

**RIGHT OF LIEN**

FACILITY has the right of lien as set forth in the laws of the State of Oklahoma for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said STALLION until the indebtedness is satisfactorily paid in full.

**ASSIGNMENT**

This AGREEMENT may not be assigned by OWNER without the express written consent of FACILITY.

**THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Oklahoma.**

Executed on the date first set forth above. Signing date \_\_\_\_\_

**FACILITY**

**OWNER**

By: \_\_\_\_\_  
(print)

By: \_\_\_\_\_  
(print)

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

**Silver Creek Farms, LLC**

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