

Quarantine Agreement Form

THIS AGREEMENT entered into between Advanced Breeding Concepts, Inc hereinafter referred to as "ABCInc" whose address is 2581 C Road, Loxahatchee, FL 33470 and

Owner/Agent

Name: _____

Address: _____

Phone: _____

Email: _____

Person Responsible for Payment (*if not the same as owner/agent above*)

Name: _____

Phone: _____

Email: _____

Hereinafter referred to as "owner".

Owner is the owner of a horse hereinafter referred to as "Owner's Property" that is identified as to the following:

Horse Name: _____

Veterinarian: _____

Blacksmith: _____

Emergency Contact (REQUIRED): _____

PRICE SCHEDULE. All fees for services, the Florida Department of Agriculture and Consumer Services, ground and international transportation, **MUST BE PAID IN FULL**, before being released from quarantine. **No exceptions!**

1. **C.E.M. Quarantine Fees:** Includes boarding, approved use of facility, coggins, all required testing and handling for all CEM procedures.
Mares - \$3050. Average stay is 15days. If for **ANY** reason a mare's stay is extended beyond 18 days **or** remains beyond the day of release of quarantine the owner will be billed \$100/day.
Stallions - \$13,500. Average stay is 33 days, If for **ANY** reason a stallion's stay is extended beyond 36 days or remains beyond the day of release of quarantine, the owner will be billed \$100/day plus \$50/day per test mare.
2. **State Fee:** Both mares and stallions are required to pay The Florida Department Of Agriculture And Consumer Services an additional \$1,250 for first mare or stallion and \$750 for additional mares or stallions arriving on the same day and are owned by the same owner. (Most shipping agents include and collect this fee as a convenience to the client, Please be sure to check with your agent. ABCInc will charge the client a 3.5% convenience fee if necessary for performing this service)

Ask about expedited quarantine stay. Additional costs will apply.

SERVICES PROVIDED. ABCInc shall provide for the care and custody of Owner's Property while Owner's Property is stabled at ABCInc. Such services shall include the providing of board, exclusive of veterinary care and farrier services for Owner's Property. In addition, ABCInc shall present Owner's Property before the appropriate state and federal agencies needed for testing for **Contagious Equine Metritis (CEM)** or **Isolation** purposes. Owner agrees to follow ABCInc's rules and regulations.

Feeding Instructions. ABCInc feeds a 12% pellet/sweet feed mix, 2 times daily, and timothy/orchard/alfalfa hay, 4 times daily. Clients are permitted to provide their own feed and/or hay. If supplements are desired, the client must provide them and pre-mix them into labeled individual feeding bags or buckets or a \$5.00 per feeding fee will be applied. Additional feedings are available for an additional \$5.00 per feeding.

Quarts AM _____ Quarts PM _____

Will you be providing your own feed or hay? Yes No

If yes, what brand and name? _____

Additional Instructions: _____

ADDITIONAL VETERINARY SERVICES. During the quarantine period and until Owner's property is released, all additional veterinary services can only be provided by a veterinarian previously approved by the Florida Department of Agriculture and will be billed directly to Owner by said veterinarian. ABCInc offers the following additional veterinary services listed below. Please check those you are interested in. The vaccinations will be administered by ABCInc's CEM appointed veterinarian, WellGrove Equine.

If any medication is deemed necessary in order to provide these services in a timely and safe manner, such as sedation, medications will be administered by ABCInc or a veterinarian and will be billed to the Owner or Agent on record.

Please select the additional veterinary services you are interested in:

- Health Certificate _____
- All Recommended Vaccinations (EEE, WEE, Tetanus, WNV, Flu, Rhino, Rabies)

- EEE, WEE, WNV, Tetanus Only _____
- Flu, Rhino Vaccination Only _____
- Rabies Vaccination Only _____
- Banamine or Bute with or following Vaccinations _____
- Deworming with Ivermectin/Moxidectin _____
- Deworming with Panacur Powerpac _____

***Vaccinations are given after the 3rd culture and all at the same time, unless indicated below in the special instructions area.

*Prices and additional veterinary services available upon request.

OWNER'S EXPENSES. In the event veterinary services and/or farrier services are provided for Horse or miscellaneous expenses were incurred for Horse, Owner shall pay the costs incurred for such services or miscellaneous expenses prior to the release of the Horse from ABCInc. In addition, any expenses incurred by ABCInc on behalf of the Owner are subject to a 20% fee. In addition, Owner/agent will be responsible for all repairs or replacement of all property damaged or destroyed by their horses, grooms, trainers, visitors, etc.

RISK OF LOSS, LIABILITY AND INDEMNITY. ABCInc shall not be liable for any injury or damage to the Horse, including but not limited to loss by fire, theft, vandalism, lightning, running away, disease, accident, death, injury, or Act of God, whether the Horse be on the premises of the Operator or not. Moreover, Operator shall not be liable for any loss or damage to Owner's personal property located at the Farm, to include but not be limited to, tack, equipment, medications or supplies. Owner, for himself/herself, his/her agents, employees, and persons on the property at his/her request, shall save and hold the Operator harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities and losses that the Operator might incur in connection with having boarded the Owner's Horses, including but not limited to damage to the facilities, sheds, and fences, etc., beyond ordinary wear and tear, and for any claims or injuries whatsoever arising out of or in any way relating to the Horse. If any Horse listed herein becomes dangerous to either life or property, the Operator reserves the right to immediately terminate this Boarding Agreement and to transfer the Horse to another farm, and/or to make them available for possession by the Owner.

SECURITY INTEREST. In accordance with Florida Statute Section 713.65, as amended, ABCInc shall have a lien upon Horse for the amount that may be due for the keeping, supporting, and care of Horse, until such amount is paid.

INSURANCE. Owner shall maintain and pay for life and casualty insurance and extended covered insurance on Horse in such amounts to fully compensate Owner in the event there is any loss, damage or death of Horse.

PERSONAL GUARANTY. In the event the registered Owner is an entity, the undersigned individual, by signing below, personally and unconditionally guarantees the faithful, prompt and complete compliance by Owner with all terms and conditions of this Agreement and agrees to pay all costs, expenses, charges and other expenditures required to be made by Owner under the terms and provisions of this Agreement.

COLLECTION. In the event any sum due hereunder is not paid, and non-payment continues for a period of ten days, Owner shall be deemed in default of this Agreement and all outstanding sums owed by Owner to ABCInc, shall thereafter bear interest at eighteen percent (18%), per annum. Owner shall be responsible to ABCInc for any reasonable attorney's fees and costs incurred by ABCInc in attempting to collect payment or enforcing the terms of this Agreement, through and including any appellate costs and fees.

RIGHT TO INSPECT. Owner has had the opportunity to inspect the facility and agrees that all aspects of the facility are acceptable and in acceptable condition.

GOVERNING LAW/CHOICE OF FORUM/JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida . The parties hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida, specifically to the courts of Palm Beach County, Florida.

ATTORNEY'S FEE. In any litigation, arbitration, or other proceeding by which ABCInc seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations hereunder, ABCInc shall be awarded its reasonable attorney's fees, and costs and expenses incurred, if it is the substantially prevailing party.

ENTIRE AGREEMENT. This Agreement, together with any other document expressly referred to herein, represents the entire understanding between the parties, and there are no collateral or oral agreements or understanding, and this Agreement shall not be modified, changed, or terminated unless in writing of equal dignity signed by both parties.

Date: _____

Person voluntarily entering into this agreement:

PRINT NAME: _____

SIGNATURE: _____

If completing this for a minor, print the names of all minors entering into this agreement: