

MARE AGREEMENT FOR CEM

_____ of _____
(owner) (address)

(city) (state) (zip) (phone/fax)

transfers possession of the following described mare to Cornell University (Cornell), Ithaca, New York, for the purpose of fulfilling the quarantine requirements set forth by the New York State Department of Agriculture and Markets pursuant to Sections 72 and 76 of the Agriculture and Markets law.

Name of mare: _____ Lip tattoo number _____

Age: _____ Breed: _____ In Foal: yes _____ no _____

Country of origin: _____

Brief Description of Markings: _____

subject to the following terms and conditions:

- 1. Compensation** - Owner shall pay Cornell in full upon redelivery of the mare according to the following price structure:
Board - \$29/day, Culturing - \$375 unless mare is positive, Flush sinuses - \$125, Scrub and pack sinuses (5 days) - \$225 unless mare is positive. Other routine or emergency veterinary care will be billed on a private practice basis. In the event that a positive mare has to remain in quarantine, owner will be billed on a monthly basis.
- 2. Authorization of Treatment** - The owner authorizes treatment and culturing for C.E.M., routine and emergency veterinary care as needed. All horses entering the quarantine facility will be vaccinated for Rhinopneumonitis (Pneumobort K – Fort Dodge), Equine Influenza and Rabies. Other routine practices, such as deworming will depend on the individual needs and test results. The owner will be contacted by telephone in the event of any acute veterinary problem such as colic or injury. Cornell shall not be liable for damage or loss caused by war, confiscation, order of any government or public authority, or by any and all causes beyond the control of Cornell. Cornell assumes responsibility only for the natural consequences of the negligent acts of its officers, agents, or employees.
- 3. Mortality Insurance** - The owner or his authorized agent represents the mare being transferred is insured for mortality in the amount of the fair market value of the mare at the time of transfer. Owner will provide proof of such insurance upon request of Cornell.
- 4. Release from Quarantine** - The horse(s) described in this agreement will remain under quarantine at Cornell until such time as this quarantine is vacated by a release in writing issued by the New York State Department of Agriculture and Markets.

5. Authorization of Agent (if applicable)

_____ of _____
(authorized agent) (address)

_____ (city) _____ (state) _____ (zip) _____ (telephone)

represents that he has been authorized by the owner to act as the owner's agent in regard to the mare.

The owner or his authorized agent, having read and fully understood the terms of this agreement, hereby agrees to its terms on:

Date: _____, 20____, at Ithaca, New York.

(owner or authorized agent)

(for Cornell University)

DESTINATION OF MARE UPON RELEASE FROM CORNELL UNIVERSITY, EQUINE ANNEX:

AGENT OR PERSON RESPONSIBLE FOR PAYMENT TO CORNELL UNIVERSITY UPON RELEASE:

New York State
Department of Agriculture & Markets
1 Winners Circle
Albany, New York 12235

QUARANTINE ORDER

Owner _____ Phone No. _____

Address _____

Authorized Agent _____ Phone No. _____

Agent's Address _____

WHEREAS it has been reported to the Department of Agriculture and Markets that certain equine(s) owned by you are **IMPORTS BEING TESTED FOR CEM**; and are hereunder listed or described as follows: vis.:

NOW, THEREFORE, YOU ARE HEREBY DIRECTED AND ORDERED not to remove or allow the removal of the animals above described, from the premises where they are now harbored or kept, without written permission from the undersigned Commissioner. The order remains in full force and effect until revoked.

Dated _____

COMMISSIONER

Service of the above quarantine order admitted

By: _____

Name

this _____ day of _____

Owner or Agent

Title

STATE OF NEW YORK
COUNTY OF _____ ss:

_____, being duly sworn, desposes and says that he is a duly authorized representative of the Department of Agriculture and Markets of the State of New York; that on the _____ day of _____ at _____ he served a duplicate of the annexed Quarantine Order upon _____, personally, by delivering to and leaving the same with him.

Sworn to before me this _____

day of _____