

Imperial Shahmon

BREEDING AGREEMENT

This Agreement, made and entered into this _____ day of _____, 200____, by and between

Name:

Farm Name:

Address:

Telephone(s): _____

Fax: _____, hereinafter referred to as “Mare Owner” and Cara Barker Yellott or Phil Yellott, 312 Laverne St., Hallsville, TX 75650 hereinafter referred to as “Stallion Owner”.

WITNESSETH

Whereas Stallion Owner is the owner of the stallion named **Imperial Shahmon** , AHRA # **0297387** , hereinafter referred to as the “Stallion”, Mare Owner has the following ownership rights to the following said mare, hereinafter referred to as “Mare”.

Name of Mare (as on registration papers): _____

AHRA # _____

D.O.B. of Mare: _____

Owner Name (as appears on Registration Papers):

Whereas, Stallion will stand at stud for the current breeding season from February 1 to October 1, 2009. This period shall be defined as the normal breeding season (hereinafter referred to as the “breeding season”). Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of the Stallion Owner.

THE PARTIES HERETO AGREE AS FOLLOWS:

FEES:

The Breeding Fee for **Imperial Shahmon** is **\$2000.00**. The Stallion Owner hereby grants Mare Owner one season's booking during Mare's Breeding Period for Stallion's servicing of Mare, and hereby guarantees a live foal pursuant to the LIVE FOAL GUARANTEE section of this agreement.

The Breeding Fee shall be payable as follows:

___ Option 1 : The total breeding fee of \$2000.00 is payable upon signing of this contract.

___ Option 2 : The breeding deposit of \$200.00 is payable upon signing of this contract. The remaining \$1800.00 is payable in increments of \$100.00 per month due on the first day of each month until the Breeding Fee is paid in full. The Breeding Fee must be paid in full before Stallion Owner will provide documentation required by the Arabian Horse Association for registration of any Foal resulting from the Breeding.

Mare Owner Agrees to pay all fees specified in the Breeding Agreement. Payment in excess of 15 days late will be subject to a \$5.00 daily late charge.

If payments are in excess of 60 days past due, Mare Owner shall be in breach of contract. Upon said breach of contract by Mare Owner, Stallion Owner shall cease all further services, and retain all funds received to date as liquidated damages. Said damages will include costs of collection, bookkeeping, lost interest, and such other damages.

LIEN

Client grants to Stallion Owner a lien upon and security interest in any foal produced by Breeding Mare to Stallion and to secure all obligations and amounts due or any contract with Stallion Owner or their affiliates. If at any time, the Mare Owner's balance is unpaid for sixty (60) days or more, or Mare Owner is otherwise in default of this contract with Stallion Owner or any of their affiliates, Stallion Owner may take possession of foal. Mare Owner will be responsible to Stallion Owner for all expenses incurred by Stallion Owner in taking possession of foal, including, but not limited to, transportation expenses. The Mare Owner must provide all forms required by the Arabian Horse Association to register Foal to Stallion Owner.

All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or DEATH, EXPORTATION, OR INCAPACITY OF STALLION sections hereof of this agreement.

In addition, the following fee shall apply and are payable prior to semen shipment(s):

A \$250.00 Collection and Semen Handling Fee per shipment and per mare . This fee covers collection of stallion, laboratory work, semen preparation and packaging of semen for the shipment and shipping charges.

BREEDING

Stallion Owner reserves the right to require a Mare that has not settled within three heat cycles to be cultured or have a biopsy performed by a licensed veterinarian to determine breeding soundness. Stallion Owner also reserves the right to refuse to discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this Agreement.

The Stallion Owner reserves the right to remove the Stallion from any facility for a period of time necessary to show and/or promote the Stallion in the best interest of the Stallion Owner and the Mare Owner. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare Owner's responsibility to check on availability of Stallion for breeding during these times.

LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 14 days from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Owner) within the current or the following breeding season only.

Mare Owner shall notify Stallion Owner within sixty days of the last day of Breeding Season if the Mare did not conceive, in order to be eligible for a rebreeding. Mare Owner shall also notify Stallion Owner within thirty days of the Mare's abortion, should the Mare abort.

In the event that Mare does not produce a "Live Foal", then Mare Owner shall provide Stallion Owner with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death.

In the event that Mare dies, Mare Owner shall provide Stallion Owner with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Owner with a certificate indicating that such vaccination has taken place at the time the Mare owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Owner shall have no further obligation under this section if:

1. Mare Owner fails to rebreed Mare during acceptable return breeding periods as defined in this section.
2. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
3. Mare is bred by any other stallion without written consent by Stallion Owner prior to rebreed.
4. Mare is substituted with another mare without written consent by Stallion Owner.
5. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Owner as defined in this section.

DEATH, EXPORTATION, OR INCAPACITY OF STALLION

Should Stallion die, or become incapacitated before Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by Mare Owner. Should the Stallion die, or become incapacitated after servicing of Mare and Mare does not produce a Live Foal pursuant to this Agreement, then Stallion Owner shall have the option of providing Mare Owner with up to 4 breeding doses of frozen semen for rebreeding purposes or the Stallion Owner may choose to return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees. Should Stallion be exported prior to contractually agreed upon breeding season and Mare does not produce a Live Foal, then Stallion Owner shall return the breeding fee paid by the Mare Owner and this Agreement shall be nullified. Should the stallion be exported after the contractually agreed upon breeding season and the Mare does not produce a Live Foal, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees.

TRANSPORTED SEMEN

Stallion Owner shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the semen shipping container has left the facility where the semen is collected.

Mare Owner shall request collection and transported semen 24 hours prior to shipment. Stallion Owner does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Owner shall provide semen on a “first come, first serve” basis and shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day.

Mare Owner shall have the responsibility to insure proper handling and insemination of the semen into the Mare.

INDEMNITY

Stallion Owner and their principals, agents, employees, veterinarians, farm managers, and farriers, shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that Mare is in the custody of Stallion Owner, or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare Owner, its agents or employees may receive while on the premises owned or in use by Stallion Owner. Mare Owner fully understands that Stallion Owner does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal are to be borne solely by Mare Owner.

Under Texas Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 87 of Section 1, Title 4 of the Civil Practice and Remedies Code.

BREACH OF CONTRACT

Should one party breach this contract, the breaching party shall be responsible for all attorney's fees and their expenses related to such breach.

VENUE

The terms of this contract and disputes developing thereunder shall be enforced and construed in accordance with the laws of the state and county wherein Stallion Owner is located, and the Mare Owner hereby submits themselves to the jurisdiction of the courts where Stallion Owner is located.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. **NOTE: this contract is non saleable and non transferable.**

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

Agreement executed by Mare Owner this _____ day of
_____ 200_____.

Mare Owner Signature:

Printed Name:

Date:

Stallion Owner Signature:

Printed Name:

Date: