



RHAPHAEL SBA - BREEDING AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, by and between

Name: _____

Farm Name: _____

Address: _____

Telephone(s): _____ Fax: _____

Email: _____,

hereinafter referred to as "Client" and **STELLA BELLA ARABIANS, LLC, 5932 WILDCAT ROAD, AUBREY TEXAS 76227** hereinafter referred to as "SBA".

This Agreement pertains to the purebred Arabian horse (hereinafter "the Horse" or "the Mare"):

NAME OF HORSE: _____

SIRE: _____ DAM: _____

REGISTRATION NUMBER: _____ DATE FOALED: _____

Client (mark one): () owns 100% of Horse;

() leases the Horse from:

Name _____

Address _____ Phone _____

() or, has purchased the horse on an installment contract with final payment due _____ and title and registration are currently held by: _____. () or, embryo right from Mare has been purchased and Embryo Sale Form supplied prior to breeding of Mare.

If Client does not own 100% of the Horse, the names, addresses and phone numbers of all owners of the Horse are: _____

Client represents and warrants that Client is authorized to bind each owner of the Horse to this Agreement, as if each such owner was the "Client" hereunder and Client acknowledges and agrees that the liability of each owner of the Horse under this Agreement shall be joint and several.

BREEDING

- A. **STUD FEE.** Client contracts to breed the Mare to **RHAPHAEL SBA** - (Hereinafter the "Stallion") during the breeding season as specified within this contract. Client understands that this Agreement is for the breeding of the Mare in the USA only. The Stud Fee for this Breeding is **\$3,000.00 UNITED STATES DOLLARS** (Three Thousand Dollars). Breeding Fee must be paid in full at the time of signing. Client represents and warrants the Mare shall be suitable for breeding or rebreeding and shall be free of all disease and illness at such time. Collection, insemination, and shipping fees are to be paid by the mare owner and are in addition to the stud fee.
- B. Breeding Fee Schedule is attached to this Breeding Agreement – the Breeding Fee Schedule must be completed and submitted to the Stallion Manager prior to shipping semen or breeding of the Mare.
- C. **BREEDING IS NON-TRANSFERRABLE AND NON-SALEABLE**
- D. In addition, the following fees shall apply and are payable prior to shipment(s):
 - 1. A \$450.00 Collection and Semen handling fee per shipment and per mare. Fee covers collection of the stallion, laboratory, semen preparation, and packaging of semen for shipment.
 - 2. Fedex Shipping Charges: Typically \$150.00 for overnight Weekday, additional charges for Saturday and counter to counter will apply.

Stallion Manager reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. SBA upon receipt of breeding soundness report reserves the right to refuse further service to any mare that is determined to be unsound in a breeding capacity. A substitute Mare shall be selected by the Mare Owner to fulfill the terms of this Agreement. SBA will have in writing from the Mare Owner the name and registration of the substitute mare prior to breeding.

If stallion becomes permanently unavailable in case of death, exportation or incapacitated in anyway prior to a live foal as indicated in this agreement; all obligations of Stallion Owner and Client shall terminate and the client's sole remedy in such event shall be the use of frozen semen to fulfill the terms of this Agreement. If frozen semen is used to fulfill this Agreement additional fees will apply. Frozen Semen cost per dose if needed will be \$150.00 per dose with a two dose maximum per shipment. Shipping/handling will be in addition to frozen semen charges. It is understood that this breeding is non-transferable and non-saleable. Unauthorized use of breeding by a third party will result in a \$10,000.00 penalty fee and the registration of the resulting foal will remain pending until said fees are paid in full.

REBREEDING

If the Mare is bred to the Stallion and fails to produce a "live foal" (defined as a foal that stands, suckles and survives twenty-four hours (24 hours) after birth, SBA will provide a rebreeding to the Mare or substitute Mare (upon written approval from SBA) during the immediate following breeding season; provided that:

- 1. The failure to produce a live foal is certified in writing by a licensed veterinarian within one (1) week of such determination and such certification is provided to the Stallion owner within two (2) weeks from determination.
- 2. The Failure of the Mare to produce "live foal" was not contributed by any act or omission of the Client or any other person or entity.
- 3. The Mare was, during her pregnancy, vaccinated against Rhinopneumonitis abortion during the fifth, seventh and ninth month of the Mares pregnancy proof of vaccination must be provided to SBA in writing. Mare has not been bred to any other Stallion without written consent by SBA during the request/approval for rebreed process.
- 4. If same year breeding is used and mare fails to conceive, Client will be charged a re-breed fee of \$500.00 to carry over to following year. If no same year attempt to breed the Mare occurs the Client will be charged a Re-breed Fee the following year of \$500.00 or the difference between, the paid Stud Fee as indicated in this agreement that was effectively \$4,000.00 in value and the current year Stud Fee for the Stallion.
- 5. **THE BREEDING AGREEMENT WILL BE DEEMED FULLY SERVICED AND WILL EXPIRE AFTER TWO SEASONS**

CLIENT INITIAL: _____

LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION AND LEGAL ACTION.

- A. All special, incidental, and consequential damages, including, but not limited to, lost profits, are hereby excluded disclaimed and shall not be awarded or recovered by Client. In no event shall Client's remedies exceed the amount of the fee paid for the service complained of.
- B. As a condition precedent to any legal action by the Client, Client shall notify SBA in writing at least thirty (30) days in advance of initiating any legal action against the Released, regarding or concerning, in whole or in part, the Horse, any of Client's horses, the Agreement or any other claim against the Released. Within twenty (20) days of receiving such notice, SBA or any of the Released shall be entitled to require that such action be resolved by submission to binding arbitration before the American Arbitration Association ("AAA"), in accordance with the Rules of the AAA, with such arbitration to take place Dallas, TX. If SBA or any of the Released elects binding arbitration, SBA, the Released and Client to the fullest extent allowed by law, waives trial by jury or by court. Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against the Released regarding the Horse, any of the Client's horses, this Agreement or any other claim against the Released or any of them must be filed with a court competent subject matter jurisdiction or the SBA (if SBA or the Released so elects) no later than one hundred twenty (120) days from the date of the claimed loss or be forever barred. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorneys' fees and costs, in addition to all other relief, through and including petitions and appeals.

ACCEPTANCE. THIS AGREEMENT MUST BE SIGNED BY THE CLIENT AND SBA (OR THEIR AGENT) AT THE TIME OF OR PRIOR TO BREEDING.

ASSIGNABILITY. Client may not assign any right or delegate any duties under this Agreement without written consent of SBA, which may be withheld in SBA discretion. SBA may assign any right or delegate any duties under this Agreement upon written notice to Client. Any breach of this contract by Client, SBA has the right to refuse the registration of the resulting foal. In the event, Client uses semen shipment to inseminate multiply Mares or a different Mare from the one stated on this Agreement without prior written consent of SBA; Client shall be responsible for any additional stud fees and handling charges to affiliates. Client may also be subject to a \$10,000.00 penalty to be paid to SBA; if semen is used on multiple Mares, sold or traded without prior written consent of SBA. Furthermore, any resulting foals will not be eligible for registration unless all financial obligations are satisfied.

TAXES. Client shall pay for and shall indemnify and hold SBA harmless from any sales, excise, use or similar tax relating to the Horse or any of the Client's horses, including and interest and penalty hereon.

ENTIRE AGREEMENT: INTERPRETATION; CHOICE OF LAW; ETC. This Agreement contains the entire understanding of the parties concerning the subject matter and supersedes any prior or contemporaneous agreement between the parties. This Agreement may only be modified or amended in writing stating the modification or the amendment of this Agreement, which is signed by the Client and SBA. This Agreement shall not be construed against SBA on the basis that SBA drafted the same. Headings are for the convenience only and are in part of this Agreement. The invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the internal laws of the State of Texas.

THE CLIENT HAS READ AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT.

CLIENT

STELLA BELLA ARABIANS

DATE

DATE