

# DAKHARO

## BREEDING AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

Name: \_\_\_\_\_

Farm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone(s): \_\_\_\_\_ Fax: \_\_\_\_\_

hereinafter referred to as "Mare Owner" and MICHAEL BYATT ARABIANS, INC., 7716 Red Bird Road, New Ulm, Texas 78950, hereinafter referred to as "Stallion Manager".

### WITNESSETH

Whereas, **Al Khalediah Stud**, hereinafter referred to as "Stallion Owner", is the owner of the stallion named **Dakharo**, AHRA # **0569498**, hereinafter referred to as the "Stallion", whereas such stallion shall stand at Michael Byatt Arabians, Inc. and whereas, Mare Owner has the following ownership rights to the following said 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 15 to July 15. 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 Manager.

THE PARTIES HERETO AGREE AS FOLLOWS:

#### FEES:

The Breeding Fee for **Dakharo** is **\$3500.00**. The Stallion Owner hereby grants Mare Owner one season's booking during Mare's Breeding Period for Stallion's servicing of Mare, and hereby guarantee 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 **\$3500.00** is payable upon signing of this contract.

\_\_\_\_ **Option 2:** The breeding deposit of **\$1000.00** is payable upon signing of this contract.

The remaining **\$2500.00** is payable prior to first shipment.

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

In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Manager a rehandling fee of **\$600.00** prior to the rebreed.

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

1. A **\$300.00 refundable** equitainer deposit. The equitainer deposit will be refunded after Stallion Manager receives written confirmation that the mare has been checked sixty days in foal or upon written termination of this contract. The equitainer must be returned to Stallion Manager within 72 hours of receipt of shipment by Mare Owner or Mare Owner's breeding agent. A late fee of **\$50.00 per day** shall be deducted from the refundable deposit if equitainer is not returned within said time limits. Additional late fees can accrue beyond the cost of the deposit if not returned. Mare Owner is responsible for all return shipping charges to Stallion Manager.
2. A **\$250.00 Collection and Semen Handling Fee per shipment and per mare**. This fee covers collection of stallion, laboratory, semen preparation and packaging of semen for the shipment.
3. Federal Express shipping charges. Most U.S. destinations are at the rate of **\$95.00 for Overnight shipping for weekday delivery** and **\$135.00 for Overnight shipping for Saturday delivery**. If shipping exceeds these prices, then Mare Owner is responsible for additional costs. International Federal Express shipping charges vary; therefore, a Federal Express Account Number or a credit card number is required for shipment(s). Mare Owner may also provide their Federal Express Account Number to use for shipments.

4. Counter to Counter Shipping Charges. U.S. destinations are at the rate of **\$125.00 per shipment**. International rates vary. Stallion Manager does not guarantee that the semen will be shipped on any given flight, but will make an effort to have the semen on the earliest flight possible. All semen shipped counter to counter will be taken to the airport by courier and an additional charge of **\$195.00 per shipment** (subject to change on holidays, weekends, and/or nights) will apply. Stallion manager is not responsible for semen once semen leaves Farm. If semen is lost, misses flight, or does not arrive to Mare Owner on time, Mare Owner is still responsible for all costs of collection, shipping, and return shipping fees.

#### **BREEDING**

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. Stallion Manager 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 the premises of Michael Byatt Arabians, Inc. 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 24 hours 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 Manager) within the current or the following breeding season only.

Mare Owner shall notify Stallion Manager within sixty days of the last day of Breeding Season if the Mare did not conceive, in order, to be eligible for a rebreed. Mare Owner shall also notify Stallion Manager 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 Manager 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 Manager 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 Manager 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 and Stallion Manager 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 Manager prior to rebreed.
4. Mare is substituted with another mare without written consent by Stallion Manager.
5. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Manager 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 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 Manager shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the equitainer has left Michael Byatt Arabians, Inc.

**Stallion Manager shall collect and transport semen on Monday, Wednesday, and Friday only.** Stallion Manager reserves the right to not collect or transport semen on Holidays.

**Mare Owner shall request collection and transported semen 24 hours prior to shipment.** Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Manager 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**

Michael Byatt Arabians, Inc. and its owners, principals, agents, employees, veterinarians, farriers, and Stallion Owner 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 Michael Byatt Arabians, Inc., 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 of Michael Byatt Arabians, Inc. Mare Owner fully understands that Michael Byatt Arabians, Inc. 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.**

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: \_\_\_\_\_

**Michael Byatt Arabians, Inc.**

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYMENT INFORMATION:**

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

\*Michael Byatt Arabians, Inc. accepts Master Card and Visa. Any credit card processing fees charged by the credit card company will be the responsibility of the cardholder and will be charged accordingly.

Federal Express Account Number: \_\_\_\_\_