



Sagehill Arabians

Dave Kent

242 E 100 N

Malad, Idaho 83252

Sagehill1@atcnet.net

www.sagehillarabians.com

HORSE BREEDING CONTRACT

THIS AGREEMENT, made and entered into this _____(day) of _____(month) in the year of ____ by and between _____(hereinafter referred to as "Mare Owner") residing at _____(address) _____(city) _____(state) and Dave Kent (hereinafter referred to as "Owner of Stallion or Stud Farm") located at 242 E 100 N, Malad, Idaho.

WITNESS WHEREAS, Owner of Stallion warrants that it is the legal owner of Nobles Top Gun a 2004, bay, Arabian, Registration Number 0624285; and, **WHEREAS**, Mare Owner warrants that it is the legal owner of (Name of Mare)

_____: described as a (color) _____, foaled in the year of _____, by (Sire and Registration Number) _____ and out of (Dam and Registration number) _____, due to foal _____ (if applicable).

AND WHEREAS,

Nobles Top Gun will stand at stud during the 2011 season at Nathan Kent Performance Horses, and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2011 to the aforementioned stallion for the services of the mare named in paragraph 3 above.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties **AGREE AS FOLLOWS**:

Shipping Fee

Upon payment of \$275 shipping fee by Mare Owner to Outback Stallion Station, which shall be for the collection and shipment, Owner of Stallion does hereby agree to reserve for the Mare Owner one season booking for the year 2011 to Nobles Top Gun for the services of the mare.

Stud Fee

Mare Owner shall pay to Owner of Stallion a fee in the amount of \$1,000, plus any applicable sales tax, (hereinafter referred to as stud fee).

Mare Owner agrees to pay said \$1,000 stud fee on the dates and in the amounts set forth immediately below:

Date: Amount:

_____	_____
_____	_____
_____	_____

The normal breeding season shall be defined as from February 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

Liability

Mare Owner agrees to assume all risk of injury, sickness, disease, theft or death to said mare and/or foal at her side, except where caused by negligence of Owner of Stallion, his agents, officers, contractors or employees. This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees, or guests, while on Stud Farm premises. Mare Owner further agrees it has received and agrees to follow, and agrees to direct its agents, employees, or guests on Stud Farm premises to follow, any Stud Farm Rules and Regulations for conduct on its premises. _____ (Mare Owner Initials)

Indemnification

Mare Owner agrees to indemnify and hold Owner of Stallion harmless for any loss or injury due to acts of said mare while on the premises of or under the control of Owner of Stallion, except where caused by the negligence of Owner of Stallion, its agents, officers, contractors or employees.

Insurance

To protect against said loss or injury Mare Owner warrants that it has secured liability insurance in the amount of \$ _____, for personal injury per accident; and \$ _____ per injury; and, \$ _____ property damage; and, further, will provide a Certificate of Insurance naming Owner of Stallion as additional insured.

In Event Mare Does Not Take and Become In-Foal

In the event that Mare Owners mare does not take and become in-foal, the parties agree as follows:

Return Breeding

a. In the event that a live foal, as defined below, does not result from this mating, Owner of Stallion agrees to breed said mare again for just the shipping and collection fee at any time prior to _____; provided however, the stallion is able to service mares either for said mare or a substitute, approved by Owner of Stallion.

Live Foal

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

Live Foal Guarantee

Owner of Stallion gives a live foal guarantee. In the event a live foal, as defined above, does not result, Owner of Stallion will give a repeat breeding, as set forth herein below, if Stallion Owner is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owners mare. Either statement must be under the signature of a licensed Veterinarian.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of Rhinopneumonitis vaccinations at 3,5,7,and 9 months of pregnancy, regular, 8 week de-wormings, nutrition adequacy and that the mare was kept off of fescue pasture or hay within the 90 days prior to foaling.

If Stallion Unable to Re-Service

In the event the stallion is not able to re-service said mare, Owner of Stallion may substitute another stallion at Mare Owners option, or all monies paid by Mare Owner for the previous service, not including booking fee, boarding fees and veterinarian expenses, shall be refunded to Mare Owner.

Death or Unfitness of Stallion, Mare

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said stallion or mare dies or becomes unfit for service, as declared in writing by a licensed Veterinarian, in that event, this Agreement shall become null and void and all monies paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded. _____ (Initials of Parties)

Assignment, Transfer

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party.

Failure to Deliver Mare on Rebreding

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

Default

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default.

Captions, Headings

Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

Dated: _____

Owner of Stallion _____ (Signature)

Address: _____

Mare Owner _____ (Signature)

Address: _____

Witness _____ (Signature)