

DAH-BAN ARABIANS
18104 Pleasant Road, Maribel, WI 54227
920-863-8253 * dahbanarabs@hotmail.com
BREEDING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between Kristin Urban, dba Dah-Ban Arabians, located at 18104 Pleasant Rd., Maribel, WI, hereinafter referred to as "stallion owner" and _____ located at _____
(name of breeding customer)

(address with city, state, zip)
hereinafter referred to as "mare owner."

WHEREAS, the registered Arabian Stallion A BIT OF FLASH, AHA # 604982, has a service fee of \$750.00 for the 20_____ breeding season,

WHEREAS the Mare Owner, under the terms of this Breeding Agreement, will be entitled to one (1) breeding right to the above Stallion for the 20_____ breeding season for the following mare:

MARE INFORMATION

Mare _____ Reg. # _____
Sire _____ Dam _____
Age _____ Maiden (yes/no) _____

TERMS AND CONDITIONS:

The Service Fee of seven hundred fifty dollars (U.S. \$750.00) is payable upon execution of this Agreement. A \$250.00 non-refundable booking fee will secure the Mare Owner's breeding right for the 20_____ year, with the balance (\$500.00) paid prior to presenting the mare to the stallion.

Mare care is \$10.00 per day or \$225 per month and is to be paid directly to the stallion manager.

The Stallion will be bred to the above Mare a maximum of three (3) cycles in a single breeding season, the breeding season in 2006 to end June 30.

In the event the Mare fails to settle, a re-breeding is issued for the following year only, unless other written agreements are appended to this document.

In the event the Mare fails to settle, a substitute mare may be provided. All other conditions of this agreement remain, including the number of cycles mare may be bred and the length of the breeding season.

A stallion handling charge of \$100.00 per breeding season will be charged for rebreeding, and is to be paid directly to the stallion manager.

REBREEDING: If, prior to the breeding of said mare or after the mare has been bred but not vet-checked in foal, said stallion or mare dies or becomes unfit for service as so declared by a licensed veterinarian, then this Agreement shall become null and void, and all monies paid by Owner of Mare to Stallion Owner, not including booking fee and expenses, shall be refunded. Written proof under a licensed veterinarian's signature of death or unfitness of mare for breeding purposes must be submitted before any refunds are made.

The Mare Owner agrees that Dah-Ban Arabians may, at its own discretion, show and/or promote the Stallion during the normal breeding season.

FOAL GUARANTEE: For the purposes of this Agreement, "Live Foal" means "standing and nursing" for a period of at least 72 hours after post-birth. If the foal does not live for more than 72 hours or is deemed "Uninsurable" by a licensed veterinarian, a rebreeding to the Stallion will be issued for the following breeding season only.

Stallion owner shall have no further liability hereunder for servicing said mare.

REGISTRATION: Responsibility for the registration of the offspring of the breeding lies with Mare Owner, including any costs related to the Registration.

HEALTH/MEDICAL/OTHER:

A negative Coggins test within the past six months is required for all horses.

Unless the mare is a maiden mare, Dah-Ban Arabians (DBA) prefers a negative culture to accompany the mare. However, Mare Owner agrees to have a veterinarian of DBA's designation perform any pre-breeding exams or tests to determine proper uterine health, and to permit routine treatment, such exam and treatment costs to be the responsibility of the Mare Owner.

In case of any illness or injury, Mare Owner agrees to the course of action taken by Dah-Ban Arabians, its stallion manager, and/or DBA's designated veterinarian at Mare Owner's expense, but only after taking steps to contact Mare Owner without success.

DBA or its stallion manager will advise with all possible haste any medical or injury problem to Mare Owner.

Mare Owner is responsible for all insurance, transport, mare care connected with this agreement. Mare Owner will provide said mare with a halter, and warrants that said mare is free from disease or infection that could be transmitted to said stallion. Mare Owner further warrants that said mare will lead and will stand tied, and any special needs regarding feed, turnout, and handling will be clearly defined before leaving the mare at the breeding facility.

INDEMNIFICATION: Neither Stallion Owner, Dah-Ban Arabians, its members, agents, servants or employees shall be liable for injury, death, or disability suffered by the mare or foal at side from any cause whatsoever while in the custody, care, and control of Dah-Ban Arabians, its agents, servants, or employees. Mare Owner agrees to hold harmless Dah-Ban Arabians, its agents, servants, or employees and its breeding facility, its agents, servants, or employees, from any and all liability claims, demands, losses, costs, damages, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the period of this agreement.

BINDING EFFECT:

The parties hereto agree that this Agreement shall be binding on the respective heirs, successors, and assigns. However, this Agreement shall not be assigned or transferred by either party thereto without written consent of the other.

Failure of either party to abide by or perform any and all other terms, covenants, conditions, and obligations of the Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorney fees and court costs related to such breach.

In all respects, the Agreement shall be construed in accordance with, and governed by the laws of the State of Wisconsin.

This Agreement contains the final and entire agreement between parties and neither they nor their agents shall be bound by any terms, conditions, or representatives unless amended to this Agreement and initialed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

Mare Owner

Stallion Owner

Signature

Signature

18104 Pleasant Road

Address

Maribel, WI 54227

Phone

920-863-8253

Email

dahbanarabs@hotmail.com