



## BREEDING CONTRACT ETAYA SUDAN AMIR

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between  
**Jennifer Parsons, 2008 Newton Street Victoria Harbour, Ontario Canada L0K-2A0** herein referred to  
as the "Stallion Owner" and

\_\_\_\_\_  
Name (Client)

\_\_\_\_\_  
Address

\_\_\_\_\_  
County City State Zip

\_\_\_\_\_  
Residence Phone / Cell Phone / Business Phone

1) **HORSE.** This agreement (the "Contract") is for the mare (the "Mare"):

Name of Mare: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Reg #: \_\_\_\_\_ Date Foaled: \_\_\_\_\_ Color: \_\_\_\_\_

2) **OWNERSHIP.** Client (Mark One):

( ) has full title & registration ( ) leases ( ) manages or ( ) has purchased the Horse on instalment

contract with final payment due \_\_\_\_\_, 20\_\_\_\_ and full title and registration are currently held

by: \_\_\_\_\_

Name of Registered Mare Owner

Address City State Zip

3) **BREEDING.** Client contracts to breed this Mare to **ETAYA SUDAN AMIR** during the 2010 breeding season for one season's booking and hereby receives a guarantee for a live foal pursuant to the Live Foal Guarantee of this contract. The stud fee is \$ **3500.00 USD**, which includes a non-refundable booking fee of \$**500.00**. The booking fee is due and payable upon execution of this Contract. All payments are to be made to Brookville Arabians LLC. **The balance of the stud fee must be paid prior to the first shipment of semen.**

In the case of a promotional/donated breeding please list the following:

Organization: \_\_\_\_\_ Year/Program: \_\_\_\_\_

4) **BREEDING SEASON.** The Stallion will stand at Brookville Arabians LLC, 16106 East Redbird Road, Scottsdale, AZ 85262 and the breeding season will be from February 15<sup>th</sup> to July 15<sup>th</sup>. Any extension of the breeding season will be at the discretion of the Stallion Owner.



5) **LIVE FOAL GUARANTEE.** The Stallion Owner guarantees a return breeding the following season should a Live Foal (defined as one who stands and nurses without assistance) not result from this breeding. Death of the foal before qualifications as a Live Foal must be certified in writing by a veterinarian and received by the Stallion Owner within ten (10) days of live foaling date. A Rhinopneumonitis series must be completed for the Live Foal Guarantee to apply. Written documentation may be required in the event of an aborted or dead foal.

6) **STALLION GUARANTEE AND PROMOTION.** Should said Stallion be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, the parties agree that the Client shall have the option of breeding to another stallion owned or leased by the Stallion Owner. If Client does not wish to breed to the replacement stallion offered, the Client's breeding is null and void and all fees are non-refundable. Client agrees that the Stallion Owner may, at its discretion, show or promote the Stallion during normal breeding season.

7) **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Regardless of any negligence on its or their part, the Stallion Owner, Brookville Arabians LLC and their subsidiaries, affiliates, breeding managers, agents, servants and employees shall not be held liable for any sickness, disease, estray, theft, death or injury suffered, nor for any other loss, damages or injury arising out of or connected with breeding, or other services pursuant to the Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility.

ALL implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee by law. In no event shall Client's remedy exceed the amount of the fee paid for service. The Stallion Owner and Brookville Arabians LLC shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while on Brookville Arabians LLC premises where horse is standing. Client agrees to indemnify and hold the Stallion Owner and Brookville Arabians LLC where the stallion is standing harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and from any claim by a buyer of the Horse, and Client agrees to pay all expenses and attorney's fees incurred by the Stallion Owner and Brookville Arabians LLC where the stallion is standing in defending any such claim.

8) **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Contract without the written consent of the Stallion Owner. **This breeding agreement is not transferrable or saleable without written consent of the Stallion Owner.**

10) **ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNEY'S FEES.** This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This Contract shall be construed and governed by the laws of Canada. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Simcoe County, Ontario. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

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

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