

Breeding #

KHARISMATIC PGA +//

BREEDING AGREEMENT

1. PARTIES. THIS AGREEMENT is made this ____ day of _____, _____, by and between Karen Pitassi (hereinafter "Stallion Owner") and _____ (hereinafter "Mare Owner").
2. BREEDING. Mare Owner hereby contracts to breed the following mare:
_____ Registration#: _____ Registry: _____ (hereinafter "Mare")
to the stallion "KHARISMATIC PGA" bay Arabian stallion AHRA#0596610 (hereinafter "Stallion").
3. BREEDING FEE. The breeding fee shall be THREE THOUSAND U.S. DOLLARS (\$ 3,000.00). BREEDING FEE IS NON-REFUNDABLE UNDER ANY CIRCUMSTANCES. Payment may be made with VISA or MasterCard with a 4% processing fee.
4. BREEDING SEASON. This breeding is purchased for use in ANY breeding season.
5. RELATIONSHIP WITH BECKER STABLES; REQUIREMENT OF SEPARATE SERVICES AGREEMENT WITH BECKER STABLES, INC. Mare Owner and Stallion Owner both acknowledge and agree Becker Stables, Inc (hereinafter referred to as "Becker Stables") act as agent for the Stallion Owner. Any correspondence or dialogue relating to this Agreement or any breeding to this Stallion shall be addressed to Becker Stables. In order for Stallion Owner to be able to provide the breeding stated above, Mare Owner shall be required to enter into a services contract with Becker Stables. Mare Owner agrees to pay fully all fees due to Becker Stables and perform fully all obligations required of Mare Owner under Becker Stables' services contract.
6. RIGHT TO REFUSE TO SIGN FOAL REGISTRATION PAPERS. Mare Owner specifically agrees that Stallion Owner may refrain from signing registration papers or any other documents necessary to register any foal born as a result of this Agreement until Mare Owner has paid fully all amounts owed to both Stallion Owner and Becker Stables, and has performed fully all obligations required of Mare Owner under this Agreement.
7. LIVE FOAL GUARENTEE. Stallion Owner guarantees a return breeding the following season either for the Mare or an approved substitute should a live foal (defined as one that stands and nurses without assistance) not result from this mating. Mare owner agrees to pay any additional handling fee charged by Becker Stables.

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8. SECURITY INTEREST AND LIEN. Mare Owner hereby grants Stallion Owner a security interest and lien in Mare and any foal produced as a result of this Agreement as security for all payments now or hereafter owing and for performance of all obligations of Mare Owner hereunder. If Mare Owner is not the legal owner of Mare, Mare Owner specifically represents and warrants that the person signing this Agreement is a duly authorized attorney-in-fact with sufficient authority to execute this Agreement and grant Stallion Owner the security interest and lien granted hereby for the owner of the Mare and any foal produced as a result of this Agreement. Stallion Owner may, at any time until all amounts due hereunder are fully paid and all obligations required of Mare Owner hereunder are fully performed, file a photocopy of this Agreement in the county and state of Mare Owner's residence or business or where such Mare or any foal produced as a result of this Agreement is located, and when so filed this Agreement shall be effective as a financing statement as well as security agreement.

9. RELEASE OF LIABILITY AND DISCLAIMER OF WARRANTIES. Except in the event of willful misconduct, Stallion Owner, its' subsidiaries, affiliates, servants, agents and/or employees shall not be liable for any cause of action whatsoever arising out of or in any way connected with breeding the Mare or providing of any other services to Mare Owner. Mare Owner understands and agrees that Stallion Owner, its' subsidiaries, affiliates, servants, agents and/or employees shall not be liable for any special, incidental or consequential damages arising from the transactions covered by this Agreement, including without limitation, any damages arising from the non-performance of obligations which Mare Owner may have undertaken to any third party in reliance upon promises and representations made in this Agreement. All implied warranties, including warranty for showing, merchantability and fitness of the foal for a particular purpose, are hereby waived by Mare Owner.

10. DEATH OF STALLION. It is agreed that should the Stallion die or become unfit for service, this Agreement will become void.

11. MARE'S REGISTRATION PAPERS. Mare Owner agrees to furnish Becker Stables a copy of the Mare's registration papers upon execution of this Agreement. Mare will not be bred and semen will not be shipped until said copy of papers is received.

12. SUCCESSORS AND ASSIGNS. This Agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. Mare Owner, however, shall not have the right to assign any rights or delegate any duties under this Agreement without the prior written consent of the Stallion Owner.

13. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, ATTORNEY FEES. This Agreement contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not a part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This Agreement shall be construed and governed by the laws of the State of California. Jurisdiction and venue for all disputes connected with this Agreement shall be proper only in Nevada County, California. If a lawsuit is filed with respect to this Agreement, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

Agent for STALLION OWNER:

Mary Jo Bulew
Becker Stables, Inc
13227 Elster Place, Grass Valley, CA 95949
info@beckerstables.com
(530) 477-5588

MARE OWNER:

Address: _____

Email: _____
Telephone: _____

**** MAKE ALL BREEDING FEE PAYMENTS TO: BECKER STABLES, INC ****

