



BREEDING SERVICE AGREEMENT

M A M A G E

LOWE SHOW HORSE CENTRE • 4600 SAND CANYON ROAD, SOMIS, CA 93066 • 805-386-8669 • FAX: 805-386-3180 • WWW.LOWESHOWHORSECENTRE.COM

This agreement is made and entered into this _____ day of _____, 20____, by and between "Stallion Owner" The Jupp Family Trust and:

NAME OF MARE OWNER/LESSEE _____ DAYTIME PHONE _____

RANCH NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

INTRODUCTION

1. "Stallion Owner" is the owner of the purebred Arabian stallion **MAMAGE AHR#466645** and "Stallion Agent" is Lowe Show Horse Centre.
2. Stallion will be standing at Lowe Show Horse Centre during the 2009 breeding season.
3. Mare Owner or Lessee has certain rights in the mare described below ("Mare") and desires to breed her to Mamage during the breeding season commencing on or about February 1, 2009 and ending on or about September 30, 2009 (the "Breeding Season").

NAME OF MARE _____ SIRE _____ DAM _____

REGISTRATION # _____ DATE FOALED _____ COLOR _____

PLEASE ATTACH A PHOTOCOPY OF MARE'S REGISTRATION CERTIFICATE

AGREEMENT

The parties hereto agree as follows:

1. FEES

1A. BREEDING FEE The breeding Fee to Stallion shall be **PUREBREDS:** _____ **HALF-ARABIANS:** _____. Payment schedule is as follows: A **\$500.00** non-refundable booking fee to execute this Breeding Service Agreement; Final payment of \$ _____ is due on or before the first collection of semen. No semen will be shipped without all fees paid in full.

1B. HANDLING FEE In addition to the Breeding Fee, Mare Owner shall pay a Handling Fee of **\$300.00 PER COLLECTION** per mare directly to Lowe Show Horse Centre.

1C. COLLECTION FEE Mare owner shall pay a Collection Fee and a Vet Call Fee directly to the vet performing the collection for each collection, and any subsequent shipments of semen.

1D. EQUITAINER RENTAL FEE Mare Owner shall pay an Equitainer Rental Fee of **\$50.00** directly to Lowe Show Horse Centre for each shipment.

1E. SHIPPING EXPENSES Mare Owner shall further pay all freight and insurance with respect to the shipment of an equitainer to Mare Owner and its return to Lowe Show Horse Centre. Mare Owner acknowledges that the normal mode of shipment is by Federal Express, and that in the event direct airport delivery is required, the costs of delivery service to the airport will be assessed (in addition to the transport amount). Mare Owner acknowledges that Lowe Show Horse Centre's equitainer supply is limited and that prompt return of the equitainer is a condition of this agreement. Therefore, in the event any equitainer shipped to Mare Owner is not returned to Lowe Show Horse Centre within seven (7) days after its receipt by Mare Owner, Mare Owner shall be assessed a fee of **\$250.00**. Mare owner acknowledges that for the purposes of this Section (1E.) and for insurance, the replacement cost of an equitainer is approximately **\$250.00**.

- 2. PAYMENT OF RELATED FEES** As used herein, the foregoing fees are referred to as "Related Fees". All Related Fees shall be due and payable in advance. **PLEASE MAKE CHECKS FOR BREEDING FEE (SECTION 1A) PAYABLE TO: BETH JUPP.**

2A. REGISTRATION OF FOAL In no event will any application for the registration of the Mare's 2010 foal be executed unless (a) the Breeding Fee has been paid in full; (b) all fees due to Lowe Show Horse Centre and veterinarian have been paid in full; and (c) all Related Fees have been paid in full.

3. BREEDING

3A. LOWE SHOW HORSE CENTRE'S POLICIES Lowe Show Horse Centre will handle all breeding arrangements. Mare Owner agrees to abide by all breeding policies established by Lowe Show Horse Centre.

3B. TRANSPORTED SEMEN In the event Mare Owner elects to use transported semen, Mare Owner agrees to sign the Lowe Show Horse Centre Shipped Semen Agreement. Mare Owner acknowledges that the best results will be obtained if Mare Owner keeps in regular contact with Lowe Show Horse Centre as to its anticipated requirements for shipped semen.

3C. ON SITE BREEDING In the event Mare Owner elects to send Mare to Lowe Show Horse Centre for breeding, Mare Owner shall contract directly with Lowe Show Horse Centre for boarding and breeding arrangements. All board, veterinary, and other expenses related to the care and breeding of Mare shall be the responsibility of the Mare Owner.

3D. INSEMINATION OF MARE All veterinary fees with respect to the palpation and insemination of mare, whether the breeding occurs on-site or by transported semen, shall be the sole responsibility of the Mare Owner.

3E. AVAILABILITY OF STALLION Mare Owner acknowledges that Stallion may from time-to-time be unavailable to service Mare due to show commitments. In the event that the Stallion becomes unavailable due to disease, injury or infertility, and no live foal is produced, Stallion Agent and/or Stallion Owner will refund the Breeding Fee less the Booking Fee.

4. MARE OWNER COVENANTS AND REPRESENTATIONS Mare Owner covenants that title to Mare is as set forth at the beginning of this Agreement and this it has the legal authority to enter into this Agreement. Mare Owner further represents that it knows of no breeding or health problems of Mare, except as disclosed to Stallion Owner and Lowe Show Horse Centre in writing.

5. LIMITATION OF LIABILITY Except in the event of their gross negligence or wilful misconduct, Stallion Owner, Lowe Show Horse Centre, and their respective agents, employees and veterinarians, shall not be liable for any sickness, death, loss or injury which may be suffered by mare, or by Mare owner, arising out of the transactions contemplated by this agreement. Mare Owner full understands that all risks connected with breeding or providing any other services to mare are to be borne solely by Mare Owner. In no event shall Stallion Owner, Lowe Show Horse Centre, their agents, employees and veterinarians, be liable for any special, incidental, indirect or consequential damages arising from any transaction covered by this agreement.

6. FAILURE TO CONCEIVE If Mare does not conceive on or before September 30, 2009 this Agreement will automatically transfer to the 2010 breeding season.

7. LIVE FOAL GUARANTEE

7A. IF MARE FAILS TO DELIVER A "LIVE FOAL" Mare Owner shall be entitle to re-breed the Mare, or a substitute mare, in the 2010 Breeding Season, subject to payment of (a) all Related Fees (with respect to both the prior breeding and the current breeding), and (b) a \$500.00 Re-breeding Booking Fee. No Mare shall be bred until the Re-breeding Booking Fee and any fees previously due have been paid.

7B. LIVE FOAL TERMS "Live Foal" shall mean a foal that successfully stands and nurses and survives three (3) days. In the event that Mare produces a foal which is not a Live Foal, Mare Owner shall provide Stallion Agent and/or Stallion Owner with a letter from a licensed veterinarian stating the cause and date of death within thirty (30) days of such death.

7C. LIVE FOAL GUARANTEE The Live Foal Guarantee provided hereunder shall terminate, and Stallion Agent and/or Stallion Owner shall have no further obligations under this section, if Mare Owner fails to timely provide the letter and the notification to Stallion Owner pursuant to Section 7B.

8. DISCLAIMER OF WARRANTY The breeding provided hereunder is "AS IS." All implied warranties, including warranties of merchantability and of fitness for a particular purpose or quality of collection of semen, are hereby disclaimed by Stallion Owner and Stallion Agent.

9. WAIVER, AMENDMENT, MODIFICATION No provision of this agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification be in writing and signed by the party against whom the enforcement of such waiver, amendment, or modification is sought. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of that party thereafter to enforce such provision.

10. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of this Agreement shall be in writing and signed by the party to be charged.

11. SEVERABILITY Any provision of this Agreement prohibited by the law of any applicable jurisdiction shall be ineffective to the extent prohibited, without invalidating and other provision of this Agreement.

12. SUCCESSORS AND ASSIGNS This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

13. EFFECTIVENESS OF AGREEMENT This Agreement shall not be effective until approved and accepted by Stallion Owner and/or Stallion Agent, and shall be subject to Mare Owner's entry into appropriate arrangements with Lowe Show Horse Centre.

SIGNATURES

STALLION OWNER AND/OR STALLION AGENT SIGNATURE _____

PRINT NAME _____ DATE SIGNED _____

MARE OWNER SIGNATURE _____

PRINT NAME _____ DATE SIGNED _____