



BREEDING AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Mike & Nicci Waldschmidt (hereinafter "Stallion Owner") and

Customer: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

(hereinafter "Customer"). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Stallion owner agrees to breed to LBA Lode Star+++ (AHR# 0428219) the following Mare:

Name of Mare: \_\_\_\_\_ Registration#: \_\_\_\_\_ Registry: \_\_\_\_\_

Color: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Last yr. Bred: \_\_\_\_\_ (hereinafter "Mare")

Customer represents that he/she is the owner/lessor of the above named mare. MARE IS TO PRODUCE A HALF-ARABIAN FOAL.

2. This breeding is purchased for the 2009 breeding season. If the Mare is not bred during this season, there is a \$300 re-handling fee to transfer the breeding to the next year's breeding season.

3. Customer shall pay Stallion Owner a breeding fee of

FIFTEEN HUNDRED AND NO/100----- U.S.DOLLARS (\$ 1,500.00 ).

Fees are to be paid to Stallion Owner's agent as follows:

A. \$500.00 upon execution of this Agreement.

B. Balance of breeding fee before mare is bred or semen is shipped.

BREEDING FEE IS NON-REFUNDABLE UNDER ANY CIRCUMSTANCES. Payments may be made with VISA, MasterCard or Discover with a 3% surcharge.

4. Mare Owner agrees to furnish Becker Stables a copy of the Mare's registration papers. Mare will not be bred and semen will not be shipped until said copy of papers is received.

5. If the Mare fails to conceive or maintain a pregnancy she may be return to LBA Lode Star are be re-bred within the same breeding year or the following year with no additional re-handling fee. There will be a \$300 fee to transfer the breeding to the next year's breeding season for any year that the breeding is not used, up to a maximum of \$1500. The re-breeding is available only for the same Mare, or a substitute approved in writing by the Stallion Owner. Such approval not to be withheld unreasonably.

6. If the Mare fails to produce a live foal (defined as one that survives for 72 hours, as certified in writing by a licensed veterinarian within one week of foaling), Stallion owner will provide a re-breeding to the Stallion, with no additional stud fee due. Transfer fees as in (5) will apply if the re-breeding is not used in the next breeding season.
7. Should the Stallion die or become unfit for service, this Agreement will become void.
8. 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.
9. All breeding methods, techniques and timing shall be at the sole discretion of Becker Stales, and within the limits prescribed by the Arabian Horse Association.
10. This agreement must be returned, fully executed, accompanied by the required fee, within 60 days of the date shown below. If not, this agreement is void-able at the sole option of the Stallion Owner.
11. Mare Owner and Stallion Owner both acknowledge and agree that Becker Stables, Inc (hereinafter referred to as "Becker Stables") acts 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.
12. This Agreement shall in all respects bind and unure to the heirs, executors, administrators, successors and assigns of the parties. Customer 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. 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.
14. 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.
15. This Agreement contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. 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.

Customer: \_\_\_\_\_ Date signed: \_\_\_\_\_

Owner/Agent of stallion: \_\_\_\_\_ Date signed: \_\_\_\_\_

PLEASE NOTE: Make all Stud Fee Payments payable to: Becker Stables, Inc

Becker Stables  
 13227 Elster Place, Grass Valley, Ca 95949  
 (530) 477-5588- phone/fax