

Faust Arabians

Judy and Bill Faust DVM
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PSKY FA BREEDING SERVICES CONTRACT

1. Parties. THIS AGREEMENT is made this ____ day of _____, ____ by and between Bill and Judy Faust, (hereinafter "Stallion Owners"), and:

Name (hereinafter "Client") Address

County City State Zip

Residence Phone Business Phone Fax Number

Ranch Name (and Address if different)

Ranch Phone Ranch Fax Number

2. Horse. This Agreement pertains to the purebred Arabian (hereinafter "the Horse" or "the Mare"):

Name of Horse Sire Dam

Registration Number Date Foaled Color

3. Ownership. Client (mark one): () owns 100% of Horse; () leases the Horse from:

Name Address Zip Phone

() or, has purchased the Horse on an installment contract with final payment due _____ and title and registration are currently held by:

*If Client does not own 100% of the Horse, the names, addresses and phone numbers of all owners of the Horse are:

Client represents and warrants that Client is authorized to bind each owner of the Horse to this Agreement, as if each such owner was the "Client" hereunder and Client acknowledges and agrees that the liability of each owner of the Horse under this Agreement shall be joint and several.

4. BREEDING.

STUD FEE. Client contracts to breed the Mare to Psky FA AHR# 0582774 (hereinafter the "Stallion") during the breeding season which terminates on August 15, 20____. The Stallion will stand at Hazelwood Arabians, Scottsdale Arizona. The Stud Fee for this Breeding shall be \$____. A irrevocable and nonrefundable Booking Fee of \$____ for the breeding is due and payable upon the execution of this contract. Please contact Hazelwood Arabians for a list of their current fees.

The Balance of the stud fee must be paid prior to the first shipment of semen.

Client has read, understands and agrees to all the terms and conditions of this agreement.

Client: _____ Date _____.

By: _____ Date _____.

for Faust Arabians

5. **LIVE FOAL GUARANTEE.** Faust Arabians guarantees a return breeding the following season should a Live Foal (defined as one who stands and nurses without assistance) does 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 Faust Arabians 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. Faust Arabians handling fee of \$400.00 will be charged the following year for mares that need to be rebred.
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 Faust Arabians. If Client does not wish to breed to the replacement stallion offered, Client's breeding is null and void and all fees are non-refundable. Client agrees that Faust Arabians may, at its discretion, show or promote Stallion during normal breeding season and may wish to stand Stallion at any farm of their choosing.
7. **LIMITATION OF LIABILITY AND INDEMNIFICATION, REGARDLESS OF ANY NEGLIGENCE ON ITS PART, FAUST ARABIANS, AND THEIR SUBSIDIARIES, AFFILIATES, BREEDING MANAGERS, AGENTS, 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 paid for service complained of. Faust Arabians 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 Faust Arabians premises. Client agrees to indemnify and hold Faust Arabians 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 Faust Arabians 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 Faust Arabians.
9. **REBREEDING.** Mares not checked in foal in a given year may be rebred in the next consecutive year for a re-handling fee of \$400.00. If no attempt to rebreed is made in the following consecutive year Faust Arabians may, at its sole discretion, terminate the Breeding Contract or require substitution of the mare. In this event the re-handling fee will be \$600.00.
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. 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 California. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Placer County, California. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

Client: _____ Date: _____

By: _____ Date: _____