

Oak Haven Arabians

17645 C.R. 4104 Lindale, TX 75771
(903)882-5205 barn (903)882-1400 fax

BREEDING CONTRACT

- PARTIES. This agreement is made this _____ day of _____, 20__ by and between Oak Haven Arabians and
Name: _____
Address: _____
Phone Numbers: _____
- HORSE. This agreement is for the mare,
Name of mare: _____ Reg. # _____
Sire: _____ Dam: _____
Color: _____ Insurance carrier: _____
- OWNERSHIP. (Mark One)
 has full title and registration
 leased mare
 has purchased the mare on installment contract with final payment due _____. Full title and registration are currently held by: _____
Address: _____
Phone # _____
- BREEDING. The above named customer contracts to breed the above named mare to _____ (name of stallion) during the 20__ breeding season. The stallion will stand at Oak Haven Arabians in Lindale, Texas. The stud fee is \$_____. A non-refundable \$500.00 deposit is due and payable upon execution of this contract The balance of the stud fee \$_____ must be paid prior to the mare leaving the care of Oak Haven, unless other arrangements have been agreed upon in writing by Oak Haven.
- LIVE FOAL GUARANTEE. Oak Haven Arabians 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 qualification as a Live Foal must be certified in writing by a veterinarian and received by Oak Haven within ten (10) days of discovery. *A rhinopneumonitis vaccination series must be completed for the Live Foal Guarantee to apply.*

Written documentation may be required in the event of an aborted foal.

6. **STALLION GUARANTEE AND PROMOTION.** Should said stallion be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, or by the fact that Oak Haven does not own or lease said stallion, the parties agree that the customer shall have the option of breeding to another stallion owned or leased by Oak Haven, at the same fee. Customer agrees that Blake Krohn, owner of Oak Haven, may, at his discretion, show or promote said stallion during the normal breeding season.
7. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Regardless of any negligence on its or their part, Oak Haven Arabians and its subsidiaries, affiliated agents, servants and employees shall not be held liable for any sickness, disease, astray, 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 this contract, except as required by law. Customer fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurances is solely the customer'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 Customer's remedy exceed the amount of the fee paid for the service complained of. Oak Haven Arabians shall also not be held liable for any personal injury or disability which the Customer or his agents, representatives or family may receive while on Oak Haven Arabian's premises. Customer agrees to indemnify and hold Oak Haven Arabians harmless for, from and against any claim, damages, illness or injury caused or suffered by the mare, and from any claim by a buyer of the mare, and Customer agrees to pay all expenses and attorney's fees incurred by Oak Haven Arabians in defending any such claim.
8. **NONASSIGNABILITY.** Customer may not assign any rights or delegate any duties under this Contract without the written consent of Oak Haven Arabians.
9. **REBREEDING.** Mares not checked in foal in a given year must be rebred in the next consecutive year. A substitute for the mare may be used at the owner's discretion.
10. **ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION;**

ATTORNEYS' FEE. 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 Texas. Jurisdiction and venue for all disputes connected with this contract shall be proper only in Smith County, Texas. 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.

I have read, understand and agree to all the terms an all three pages of this contract.

Customer

Date

Owner or agent for Oak Haven

Date

This contract is void if not returned within thirty days of the date in paragraph 1.