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BREEDING AGREEMENT

THIS BREEDING AGREEMENT (“Agreement”) made this _____ 2023, by and between _____ (hereinafter referred to as “Mare Owner”), and **Trevor R. Miller.** (hereinafter referred to as “Stallion Owner”).

WHEREAS, Mare Owner is the owner of mare (the “Mare”):

(Name of Horse) (Date of Birth) (Color); and

WHEREAS, the Stallion Owner is the Agent of the following Arabian stallion (the “Stallion”)

Zee Triple Zee AHA# 670466 04/25/2016 Bay
(Name of Horse) (Registration #) (Date of Birth) (Color)

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is agreed by and between the parties as follows:

1. In consideration of One Thousand Five Hundred Dollars (\$1500.00) (“Stud Fee”) paid by Mare Owner to Stallion Owner, Stallion Agent agrees to provide a breeding to the Stallion for the **2023** breeding season to the Mare Owner for the Mare.
2. The Stallion Service Fee is due and payable in full prior to the first collection/shipment of cooled shipped semen. In the event that the Mare is not pronounced safe in foal, then the Mare Owner may renominate the Mare or nominate another mare (and that substitute mare shall thereafter be referred to as “Mare” for the purposes of this Agreement) for breeding in

the following breeding season **2024**. Under no circumstances shall the Mare Owner be entitled to a cash refund or to sell or trade this contract with anyone else, without prior written consent from the stallion owner. In the event that the Mare Owner nominates the Mare for breeding in the breeding season **2024**, the stallion Agent will be obliged to provide stallion services in observation of a “live foal guarantee” associated with this agreement. A foal living up to 48 hours constitutes a “live foal guarantee.”

3. All costs of semen collection will be paid by mare owner, directly to the veterinary clinic that is handling the semen collection service. Stallion Agent will provide Mare owner the contact information of said Veterinary so payment arrangements can be made.
4. In the event that the Stallion should die, be sold or leased or become unserviceable before the satisfaction of the obligations under this Agreement, then Stallion Agent agrees to furnish Mare Owner with services to a stallion owned or managed by Stallion Agent, as selected by Stallion Owner and approved by Mare Owner.
5. The Stallion Agent reserves the right to withhold signature of all foal registration applications or stallion service certificate until all fees due to Stallion Agent have been paid and until applications are completed in full by the Mare Owner.
6. It is mutually agreed that neither Stallion Agent nor any of its officers, directors, employees or agents shall be liable for the death of or any disease, accident or injury occurring to the Mare, and Mare Owner agrees to hold Stallion Agent and its officers, directors, employees or agents harmless against loss or expense arising out of any such a death, disease, accident or injury including but not limited to attorneys’ fees and court or other costs. Mare Owner understands and recognizes that Stallion Agent will not carry the Mare on any form of insurance, including equine mortality or liability insurance and any such insurance is the

Mare Owner’s responsibility. Mare Owner agrees that neither Stallion Agent nor any of its officers, directors, employees or agents shall be liable for any injury which Mare Owner or Mare Owner’s invitees or other third parties may receive while on Stallion Agent’s premises and Mare Owner agrees to hold Stallion Agent and its officers, directors, employees and agents harmless against loss or expense arising out of any such injury including but not limited to attorneys’ fees and court or other costs.
7. 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 any party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of any party thereafter to enforce such provisions.

8. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns, and may not be supplemented or amended orally or by custom or usage, and may only be amended or supplemented in a writing executed by the parties hereto. No person or entity which is not a party to this Agreement shall have any rights under or pursuant to this Agreement.
9. This Agreement comprises the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements. Mare Owner agrees and acknowledges that Stallion Agent has made no representations or promises in connection with this Agreement except those set forth herein.
10. All provisions of this Agreement prohibited by the law of any applicable jurisdiction shall, as to said jurisdiction, be ineffective to the extent of such prohibition without hereby invalidating any other provisions of this Agreement.
11. In the event that any claim, demand, arbitration, suit, action or similar proceeding may be brought or instituted by the parties hereto, for any purpose under or in connection with this Agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including attorneys' fees and disbursements.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby consent to service of process, personal jurisdiction and venue in the courts of general jurisdiction of Ventura County, California and any federal court with concurrent jurisdiction with respect to any action or proceeding brought to enforce any liability under this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement the date first above written.

STALLION Agent:

MARE OWNER:

By: _____
Authorized Representative

By: _____
Authorized Representative