

Plateau Arabians

1. PARTIES: This agreement is made this _____ Day of _____, 20____ by and between PLATEAU ARABIANS (hereafter "PA"), whose address is 38260 Avenida La Cresta, Murrieta, California 92562, Phone (951) 698-1626 and
NAME (hereafter "Customer") _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
HOME PHONE _____ CELL _____ BUSINESS _____
RANCH NAME AND ADDRESS, if different _____

2. HORSE: This contract pertains to the Purebred Arabian Horse or other breed _____ (hereafter "The Mare or The Horse")
NAME OF MARE _____ DATE FOALED _____
REGISTRATION # _____ COLOR AND MARKINGS _____
SIRE _____ DAM _____
INSURANCE CARRIER _____ AMOUNT _____
EXPIRATION DATE _____

3. OWNERSHIP: CUSTOMER
() has full title and registration
() has purchased the mare on installment contract with final payment due _____
() manages the mare, and full title and registration are currently held by _____

4. BREEDING: Customer contracts to breed mare to _____ during the 20__ breeding season. The stud fee shall be \$_____, of which one-third (1/3) or \$_____ is a nonrefundable booking fee for this breeding, payable upon the execution of this contract.
Initial () Cash upon the execution of this contract.
Initial () The balance shall be paid when the mare is checked sixty (60) days in foal or leaves the breeding farm, whichever occurs first.
Initial () Other _____

5. BREEDING CREDITS: If the mare fails to produce a live foal (one that survives ninety days), as certified in writing by a licensed veterinarian within one week of such a determination and provided to PA within 30 days, PA will provide a rebreeding the following season for no additional stud fee, except as provided in paragraphs 6 and 7 below. The rebreeding is available for the same mare or a substitute mare approved by PA. If the stallion is not available, PA shall give Customer credit for all amounts of the stud fee paid in excess of the nonrefundable booking fee. If the mare fails to produce a live foal on rebreeding, Customer shall be released from any obligation to pay the remaining balance of the stud fee. PA shall retain the nonrefundable booking fee and nonrefundable handling fee, (which will apply to any future breeding) if any, and give the Customer credit for any portion of the stud fee paid in excess thereof, and the breeding contract shall be terminated. Payment of all other fees is still required including but not limited to board, veterinary, shipped semen fees, and farrier expenses.

6. PREGNANCY CHECK, REHANDLING FEE: PA shall be paid a nonrefundable rehandling fee for any breeding (a) if the mare fails to deliver a live foal or (b) if the mare failed to conceive despite application of standard breeding practices for an entire breeding season following arrival. This rehandling fee shall be in addition to and not credited toward the booking fee or stud fee. The rehandling fee shall be equal to twenty percent (20%) of the stud fee at the time of booking.

7. VACCINATION REQUIREMENT: No breeding guarantee or credit shall apply if a mare has not been vaccinated against rhinopneumonitis (virus abortion) and the mare aborts due to rhinopneumonitis, in which case Customer shall pay the entire stud fee and is not entitled to any rebreeding credit.

GENERAL TERMS AND CONDITIONS

8. LIMITATION OF LIABILITY AND INDEMNIFICATION: PA AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS, AND EMPLOYEES SHALL NOT BE LIABLE FOR THE HORSE WHILE IN PA'S CUSTODY, NOR FOR ANY OTHER LOSS, DAMAGES, OR INJURY ARISING OUT OF OR CONNECTED WITH BREEDING, BOARDING, OR OTHER SERVICES PURSUANT TO THIS CONTRACT, EXCEPT AS REQUIRED BY LAW.

9. ACCEPTANCE: This contract is not effective until approved and executed by PA, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Customer's expense.

10. ARTIFICIAL INSEMINATION & SHIPPED SEMEN: PA is authorized, not required to perform any breeding by artificial insemination and or shipped semen as permitted by AHA rules. All costs associated are the sole responsibility of the Customer.

11. LIEN: Customer grants PA a lien upon and security interest in the horse and any foal produced by a breeding at PA to secure payment of all obligations and amounts due under this contract in the County and State in which it believes the horse and foal to be kept, or where the Customer resides, and when so filed copy shall be effective as a financing statement as well as the security agreement.

12. NONASSIGNABILITY: Customer may not assign any rights or delegate any duties under this contract without the written consent of PA.

13. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, ATTORNEY'S FEES: This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and are not part of the contract. The invalidity or unenforceability of any term or provision shall not affect validity or enforceability of the remainder. The contract shall be construed and governed by the laws of California. At PA's option, jurisdiction and venue for all disputes connected with this contract shall be proper only in Riverside County, in the State of 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 for such suit.

Customer's Signature

Joan Lawson
Plateau Arabians

Date

Date

TRANSPORTED SEMEN INFORMATION

- Alada Baskin I is standing at:

Creekside Farm
8647 Indian Hill Rd
Escondido, CA 92026
(760) 716-2265

- Semen will also be shipped from Creekside Farm on Mondays, Wednesdays and Fridays.
- Shipped semen must be paid for in advance by check or credit card.
- Shipped semen fees are \$275.00 per collection (this includes the cost of next day shipping).
- Try to give 24 hours notice for shipment.
- Container must be insured for \$300.00 when it is returned. If not and the container is damaged during the return shipment, you are responsible for replacing the container.