

*Catori Creek Arabians*

2854 Tracy Lane  
Loomis CA 95650

Breeding Contract

**Parties:** This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between Elizabeth Conti , Catori Creek Arabians, 2854 Tracy Lane, Loomis, CA 95650 and Breeding Customer:

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Fax Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

MARE INFORMATION This Agreement relates to the mare described below (Mare).

Name of Mare \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_

Registration No \_\_\_\_\_ Date Foaled \_\_\_\_\_

Color \_\_\_\_\_ Breed \_\_\_\_\_ Maiden? Yes \_\_\_\_\_ No \_\_\_\_\_

Breeding History of the Mare:

Year (s) \_\_\_\_\_ Conceived Yes/No Live Foal Yes/No

Additional Information, if any \_\_\_\_\_

WHEREAS, Breeding Customer has a legal interest in the above described Mare, including the legal right to breed the Mare to the Stallion MIRAGE V++++// ("the Stallion) during the 2011 breeding season.

Fee Schedule:

1. Customer agrees to pay the following fees:

1.1 Breeding Fee: Breeding fee must be paid in full prior to the first shipment of semen unless other arrangements are agreed to in writing by Catori Creek Arabians.

1.2 Booking Fee: A non refundable booking fee to be paid at the time of signing this Agreement.

Balance of Breeding

Fee to be paid before the first shipment of semen.

1.3 Collection Fee: Re-breed Fee subject to the conditions of section 2.

1.4 The policy for colts that are gelded: If you geld your colt, you get a breed back at half the stud fee. In order to qualify the colt will need to be gelded before it reaches one year old. A Veterinarian Certificate including date of geld, will need to be provided to Catori Creek to receive the discount.

**2. Re-Breed Conditions**

2.1 Re-breed conditions(e.g. live foal guarantee) apply to a Mare that does not achieve a pregnancy in the current breeding season or does not produce a live foal if all of the conditions listed below are met. A live foal is defined as a foal that stands and nurses 24 hours of birth. Any requests for rebreeds in the following breeding season require a written certificate from a licensed equine veterinarian attesting to the circumstances entitling the Mare Owner to a rebreed.

2.2 Mare Owner agrees to have the Mare examined for pregnancy and to notify Catori Creek Arabians of the results within ten days of the sixty- day check. Failure to have the Mare thus examined or failure to notify of the results shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void.

2.3 Mare Owner must send a certificate from a licensed equine veterinarian to Catori Creek Arabians within thirty (30) days of the discovery of the Mare's pregnancy loss, stillbirth or newborn foal death. This certificate must include the following:

2.3.1 That the Mare was properly vaccinated against rhino pneumonitis in months 5, 7 and 9 of the pregnancy.

2.3.2 That in the licensed practitioner's opinion, the Mare was maintained in a reasonable state of health, including all vaccinations and deworming as deemed necessary.

**IT IS THE MARE OWNER'S SOLE RESPONSIBILITY TO INSURE THAT SAID CERTIFICATE IS PROVIDED TO ELIZABETH CONTI/CATORI CREEK.**

2.4 Rebreeding right shall be valid only for the subsequent breeding season. Substitution of a different Mare than the Mare named in the Agreement must be approved by Catori Creek Arabians.

### 3. General Conditions

3.1 In the event the Stallion or Mare becomes incapable of breeding or in the event that either the Stallion or the Mare dies the following shall apply:

a. Death or incapacity of the Stallion before the Mare is bred, Catori Creek shall refund the breeding fee identified in Paragraph 1 (excluding booking fee) to the Mare Owner. The Mare Owner shall be liable for all other fees and expenses incurred until the date of death or incapacitation of the Stallion, and this Agreement shall terminate and become null and void, including the live foal guarantee and any applicable rebreeding rights of the Mare Owner.

b. Death or incapacity of the Stallion after the Mare is bred, and the Mare Owner has the right to exercise the live foal guarantee. The breeding fee identified in Paragraph 1 (excluding the booking fee) shall be refunded to the Mare Owner and the Mare Owner shall be liable for all other fees and expenses incurred to the date of death or incapacity and this Agreement shall terminate and become null and void, including the live foal guarantee and any applicable rebreeding rights of the Mare Owner.

c. Death or incapacity of the Mare either before or after the Mare is bred, and the Mare Owner does not have the right to exercise the live foal guarantee. The stud fee identified in Paragraph 1 (including the booking fee) shall be retained by Catori Creek and the Mare Owner may substitute another Mare for breeding within the calendar year's breeding season of the Agreement, or for the calendar year's breeding season immediately thereafter, said substitute Mare being subject to the prior approval of Catori Creek and in compliance with all the terms and conditions of the Agreement.

### 4. Notice

In the event that any notice is to be given under the terms of this Agreement, or if either party desires to give any notice to the other, such notice is to be given in writing and sent Certified Mail, with all postage and certification charges thereon prepaid.

Notice to Mare Owner shall be given to the address given on the first page of the Agreement, or to any such other address as Mare Owner may hereafter direct in writing.

Notice to Catori Creek Arabians shall be to:

Elizabeth Conti  
2854 Tracy Lane  
Loomis, CA 95650  
(916) 660-0258

**5. Regulations and Requirements of Registry or Government**

Mare Owner assumes all responsibility for following the regulations or requirements that may be imposed by any breed registry or government agency.

**6. Release of Liability**

Mare Owner assumes all responsibilities for the condition of the Mare and shall bear all risk of loss or damage. Catori Creek shall not be liable nor responsible for any disease, death, accident or injury to the Mare. In addition, Catori Creek shall not be responsible for any delays or failures in semen delivery.

**7. Service by Another Stallion**

Service of Mare by another Stallion after breeding under this Agreement shall automatically void this Agreement except for Customer's obligation to make any payments due Catori Creek hereunder. Catori Creek reserves the right to refuse to execute any papers necessary for the registration of any foal from Mare.

**8. Non-Assignable**

Mare Owner may not assign any right or delegate any duties under this Agreement without prior written consent of Catori Creek.

**9. Venue, Costs and Attorneys Fees**

It is further agreed that in the event Elizabeth Conti needs to hire an attorney to enforce the terms of this Contract, or to defend against an action brought by the mare owner, whether or not it results in a lawsuit being filed, stallion owner shall be entitled to attorney's fees and costs. The exclusive jurisdiction to determine any dispute is agreed to be only in the County and State of residence of Elizabeth Conti

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and any prior understandings, whether written or oral, with respect to this Agreement are expressly superseded. This Agreement may not be modified except in writing signed by both parties hereto. Such modification, amendment, or alteration shall be given only for the specific purpose(s) for which given

\_\_\_\_\_  
I/We the undersigned certify that we are the Mare Owner named herein or duly authorized agent thereof, and as such have the authority to enter into this agreement, as witnessed by my/our signature(s). I/We also certify that I/We have read and understand the terms of this Agreement.

CATORI CREEK ARABIANS

BREEDING CUSTOMER

\_\_\_\_\_  
BY ELIZABETH CONTI

\_\_\_\_\_  
BY

DATE \_\_\_\_\_

DATE \_\_\_\_\_