

Control number: _____ (1 of 1) Breeding Package

DST Arabians
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USA
(360) 866-8525 (phone)
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DSTArabians@msn.com

Justify Purebred Breeding Contract

AGREEMENT, made this _____ day of _____, 20____, by and between DST Arabians, a Washington partnership (Hereinafter "DST") and

Name: _____ (Hereinafter "Client")

Address: _____

City, State, Zip: _____

Home Phone: _____

Business Phone: _____

Fax #: _____

Cell Phone: _____

****Where Semen Shipment is to be sent if different from above****

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Alternate phone: _____

WHEREAS, the Client has a legal interest in the mare _____, Registry: _____ Registration number: _____ (the "Mare"), including the right to breed the mare to the Stallion **JUSTIFY**, AHA number 0600520, (the "Stallion"), during the 20____ or a future breeding season,

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants made herein, the parties hereby agree as follows:

FEE SCHEDULE;

1. **Breeding Fee.** Client agrees to pay DST the following fees:
 - 1.1 \$ 3,000 Breeding Fee to be paid at time of the signing of this agreement. None Re-breed Fee or handling fee due DST Arabians.
 - 1.2 Breeding customer will arrange with Om El Arabs to pay \$325 stallion handling/collection fee, semen processing and equitainer rental fees, and shipping costs. Om El Arabs costs are incurred with each shipment.

2. Justify is SCID clear, but is a CA Carrier. Client agrees not to breed Justify to a Mare that is a CA Carrier.
3. Client represents and warrants that, if Mare is owned by more than one party, 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. DST Arabians offers a rebreed if the foal is not born alive, or succumbs within three days of birth provided that: a.) the failure to produce a live foal is certified in writing by a licensed veterinarian within two weeks of such determination, and that such certification is provided to the Stallion Owner within two more weeks from the date of determination; b.) The failure of the Mare to produce a "live foal" was not contributed by any act or omission of the Client or any other person or entity; c.) The Mare was, during her pregnancy, vaccinated against Rhinopneumonitis, abortion; d.) The Client had IGG levels checked between 24 and 48 hours of foal's birth; and e.) at the time of the intended rebreeding Client is not in breach of any obligation owed to DST, Om El Arabs or the Vet Clinic collecting the semen.
5. This breeding is non-transferable. In subsequent breeding years Mare may be changed with written notification to DST.
6. **LIMITATION OF LIABILITY; ASSUMPTION OF RISK;
INDEMNIFICATION AND LEGAL ACTION.**

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- A. All special, incidental, and consequential damages, including, but not limited to, lost profits, are hereby excluded disclaimed and shall not be awarded or recovered by Client. In no event shall Client's remedies exceed the amount of the fee paid for the service complained of.
 - B. As a condition precedent to any legal action by the Client, Client shall notify DST in writing at least thirty (30) days in advance of initiating any legal action against the Released, or any of them, regarding or concerning, in whole or in part, the Mare, any of Client's horses, the Agreement or any other claim against the Released. Within twenty (20) days of receiving such notice, DST or any of the Released shall be entitled to require that such action be resolved by submission to binding arbitration, with such arbitration to take place in Olympia, Washington.
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IN WITNESS WHEREOF, the parties have set their hands hereto as of the date first set forth above.

BREEDING CUSTOMER:

By: _____
Its _____

DST Arabians

By: _____
Its Partner _____

We will need the following information to fulfill our requirements as you register your foal. Please complete and mail in with the balance due for your breeding:

Name of mare: _____

Registry: _____

Registration number: _____