



P.O. Box 1653, Purcell –OK, 73057, (405)802-1710

www.BoechatEquine.com

## 2010 BREEDING CONTRACT

1. **PARTIES.** THIS AGREEMENT, effective \_\_\_\_\_, is entered into by and between Boechat Performance Horses, LLC.(Boechat Equine) and:

Name (Herein known as "Client"):		
Address:		
Phone Number:	Work Number:	Fax Number:
Email Address:		

2. **HORSE.** This Agreement relates to the following horse:

Name of Horse (hereinafter "Horse")	Sire	Dam
Registration No	Date Foaled	Color

Insurance Carrier: \_\_\_\_\_ Amount: \_\_\_\_\_

3. **OWNERSHIP.** Client (Mark One):

Has full title and registration  leases  manages or  has purchased the Horse on installment contract with final payment due \_\_\_\_\_, and full title and registration are currently held by:

Name \_\_\_\_\_

Address \_\_\_\_\_

4. **BREEDING.** Client contracts to breed Horse to \_\_\_\_\_, (herinafter "Stallion") during the 2010 breeding season which terminates on July 31, 2010. The Stallion will stand and/or Stallion's frozen semen will be stored at Boechat Equine. The stud fee is \$\_\_\_\_\_ which includes a non-refundable handling charge (booking fee) of \$\_\_\_\_\_; the handling charge is due and payable upon execution of this Agreement. **The balance of the stud fee must be paid prior to the first shipment of semen, or mare's artificial insemination, whichever applicable. We accept checks payable to: Boechat Performance Horses LLC., cash, or Visa and MasterCard credit cards.** Client understands a \$40.00 Return Check Fee will apply on all returned checks.

5. **LIVE FOAL GUARANTEE.** Boechat Equine. 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 Boechat Equine. within ten (10) days of live foaling date. A Rhinopneumonitis series must be completed for the Live Foal Guarantee to apply. Written documentation may be required from client in the event of an aborted or dead foal. Boechat Equine's handling fee of \$500.00 will be charged the following year for mares needing to be rebred.

6. **STALLION GUARANTEE AND PROMOTION.** Should said Stallion be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, the parties agree that the Client shall have the option of breeding to another stallion owned or leased by Boechat Equine. at the same fee. Client agrees that Boechat Equine. may, at its discretion, show or promote Stallion during normal breeding season.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART, BOECHAT EQUINE AND THEIR SUBSIDIARIES, AFFILIATES, BREEDING MANAGERS, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE HELD LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, 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 the Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client'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 Client's remedy exceed the amount of the fee paid for the service complained of. Boechat Equine shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while in property, custody, care or control, or on Boechat Equine premises where horse is boarding. Client agrees to indemnify and hold Boechat Equine harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and from any claim by a buyer of the Horse while in Boechat Equine custody/control, and Client agrees to pay all expenses and attorney's fees incurred by Boechat Equine in defending any such claim.

8. **NONASSIGNABILITY.** Client may not assign, sell or transfer any rights or delegate any duties under this Contract without the written consent of Boechat Equine.

9. **REBREEDING.** Mares not checked in foal in a given year may rebreed in the next consecutive year for a re-handling fee of \$500.00. If no arrangements to rebreed are made on or before February 1<sup>st</sup> for the following consecutive breeding season Boechat Equine may, at its sole discretion, terminate the Breeding Contract or require substitution of the mare. If a re-breed occurs in the next consecutive year, the re-handling fee will be \_\_\_\_\_.

10. **ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, AND ATTORNEY'S FEES.** 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 Oklahoma. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in McClain County, Oklahoma. 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.

11. **WARNING, UNDER OKLAHOMA LAW (OK STATUTE TITLE 76 SEC. 50.1 ET SEC.) A LIVESTOCK ACTIVITY SPONSOR, A PARTICIPANT OR A LIVESTOCK PROFESSIONAL ACTING IN GOOD FAITH AND PURSUANT TO THE STANDARDS OF THE LIVESTOCK INDUSTRY SHALL NOT BE LIABLE FOR INJURIES TO ANY PERSON ENGAGED IN LIVESTOCK ACTIVITIES WHEN SUCH INJURIES RESULTS FROM THE INHERENT RISKS OF LIVESTOCK ACTIVITIES.**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written:**

Boechat Equine Signature	Owner Signature Date
Boechat Equine (printed name)	Authorized Agent Signature Date
Date	Owner / Authorized Agent (printed name)

**VISA AND MASTERCARD CREDIT CARDS ARE ACCEPTED FOR PAYMENT. A FEE OF \$40.00 WILL BE CHARGED FOR RETURNED CHECKS.**

**CREDIT CARD INFORMATION: Type of card:  Master Card  Visa**

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ / \_\_\_\_\_

**Cardholder Name:** \_\_\_\_\_

**Billing Address for CC Account** \_\_\_\_\_

**Phone Number (for CC Account):** \_\_\_\_\_