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THIS AGREEMENT, is made, executed and delivered at Anthony, New Mexico this _____ day of _____ 200 _____

1. BREEDING PRIVILEGES: MARE OWNER hereby agrees to breed MARE: _____ Reg. No _____ to the Stallion _____ for the _____ Breeding Season for a stallion fee of _____ plus all other fees applicable. A non-refundable booking fee of _____, to be applied to the total breeding fee is to be paid for reserving the Stallion for the current breeding season only, upon the execution of this agreement.

2. CONDITION AND TREATMENT: The Mare Owner agrees that when delivered to A&A Ranch, L.L.C., the Mare will be healthy, free from infection and/or disease and in sound breeding condition. The Mare Owner agrees: (a) to furnish a copy of the Mare's registration papers, a current negative Coggins Test, and such other health certificates and information as A&A Ranch, L.L.C. reasonably requests (b) that a veterinarian designated by A&A Ranch, L.L.C. may treat the Mare and her offspring in any manner reasonable determined to be necessary for the animals' well being at Mare Owner's expense.

3. MULTIPLE EMBRYO FLUSHES: The Mare Owner must execute separate contracts for each Embryo Transfer. If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify A&A Ranch, L.L.C. with 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay the Stallion Service Fee for EACH pregnancy.

4. CHARGES: Mare owner agrees to pay (a) board and care charges for the mare and/or her foal (b) all expenses incurred on behalf of the Mare and/or foal including but not limited to, veterinarian fees, etc. (c) the booking and stallion fees (d) all cost and expenses by A & A Ranch (including but not limited to reasonable attorney's fees and cost) in connection with the enforcement of this Agreement. All stallion fees are due on or before September 1st 20 ---.

5. LIMITED LIVE FOAL GUARANTEE: Should the mare abort or not have a live foal to stand and nurse, this mare will have a return privilege for the next ensuing breeding season only provided notification of such a event is received within ten (10) days of the occurrence, and this agreement is **fully paid**. Notification must be confirmed in writing by a licensed veterinarian. If the mare owner sells the mare during pregnancy the new owner has no limited live foal guarantee. **In no event shall any stud fee be refunded.**

6. LIEN: The mare owner hereby grants A&A Ranch, L.L.C. an entitlement to claim and enforce an agister's lien and security interest covering the Mare, her offspring, all registration papers, general intangibles, account and documents relating thereto until all charges hereunder are paid. A photocopy of this Agreement may be filled to perfect such security interest under the Uniform Commercial Code.

7. WAIVER OF LIABILITY: A&A Ranch, L.L.C. agrees to diligently try to settle the Mare, but if A&A Ranch, L.L.C. is unable to do so, the Mare Owner hereby releases the Manager and the Stallion Owner from any and all liability, know or unknown. A&A Ranch, L.L.C. will exercise reasonable judgment in caring for and supervising the Mare and her offspring, but neither A&A Ranch, L.L.C., its owners or employees, the veterinarian or guests or the Stallion Owners shall be liable for any sickness, disease, injury, escape, disability or death of any horse on its premises.

8. CERTIFICATES AND ASSIGNMENTS: A&A Ranch, L.L.C. will issue a service certificate at the request of the Mare Owner at any time after the Mare has produced a live foal and all charges have been paid in full. The Mare Owner shall not assign this breeding contract or substitute any other mare. Any attempted assignment without the prior written consent of A&A Ranch, L.L.C. or any attempted substitution will terminate this Agreement and release A&A Ranch, L.L.C. and Stallion Owner from all obligations hereunder.

9. It is further agreed: (a) at the option of the Stallion Owner, if the Stallion dies, is sold, is transferred or becomes incapable of servicing mares, this Agreement will become null and void, the Stallion Fee (less the Booking Fee) will be refunded and the parties to this in writing and served by regular mail, postage prepaid, at the addresses set forth in this Agreement; (c) this instrument constitutes the entire agreement between the parties other than those set forth herein; (d) this Agreement cannot be amended except in writing executed by the parties hereto; (e) this instrument will be construed in accordance with the internal laws of the State of New Mexico and (f) all actions with respect to this Agreement will be instituted in the courts such state or the United States District court for such state and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of each such court and irrevocably and unconditionally waives any objection to the venue in such court and any claim that any action has been brought in a inconvenient forum; (g) the person executing this Agreement is fully authorized to execute this Agreement on behalf of the Mare Owner; and (h) A&A Ranch, L.L.C. acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as A&A Ranch, L.L.C. is designated as the manager for the care and breeding of the Stallion.

10. Board Rates: Pasture _____ Light Barn _____ Private Care _____

11. Current Coggins Test must accompany all mares.

Insurance Information:

Registered Owner

Insurance Agent

Phone Number

Home Phone

Business Phone

Accepted By:

Signature of owner or agent

A&A Ranch, L.L.C.

ALL CONTRACTS NOT RETURNED WITHIN 30 DAYS OF ISSUANCE ARE CONSIDERED NULL AND VOID

A & A Ranch accepts Visa & Mastercard

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