



DIERICH ARABIANS | SHANNON DIERICH

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www.DierichArabians.com

Montage JMA Breeding Contract

1. PARTIES. This agreement ("Agreement") is made this _____ day of _____,
_____ by and between _____ ("Client")
_____ (Address)

Telephone: home _____ Business _____

2. HORSE. This Agreement is for breeding of the named mare (the "Mare"):

Name of Mare: _____

Sire: _____ Dam: _____

Registration No.: _____ Date Foaled _____ Color _____

Insurance Carrier (Strongly Recommended): _____

Expiration _____ Genetics Testing Results: _____

3. OWNERSHIP. Client (mark one): () has full title and registration () leases () manages or
() has purchased the mare on installment.

4. BREEDING. Client contracts to breed the Mare to __Montage JMA__ (Marwan Al Shaqab x
Overlook Aladaluv by Alada Baskin I) 2005 Chestnut Arabian Stallion | AHA Reg# 623461__
Breeders Sweepstakes Nominated sire. Genetics Testing (VetGen) SCIDS, CA&LFS Clear (the
"Stallion")

The Stallion will stand at _____
telephone # _____

The stud fee for client listed above for the breeding years _____ to _____ is
\$ _____ / USD_. A non-refundable booking fee of _____ (\$.00) for
the breeding is due and payable on execution of this contract. The balance of the stud fee must
be paid prior to the first shipment of semen or before live cover may commence. All Breeding
fees are non-refundable

4.A – This breeding contract is for:

- () Shipped Semen
- () Live Cover (At Stillwater Vet Clinic ONLY)

4.B – BREEDING SEASON

- Dierich Arabians breeding season is open from March 1st – July 1st
- A two (2) week preliminary notice is required for semen shipment for preparation.

4.C – SHIPPED SEMEN DETAILS

Mare owner MUST give the stallion owner at least 24 hours' notice of needing shipped
semen. All fees must be paid for in full prior to first semen shipment or before live cover may
commence. Stallion owner is not responsible for lost, damaged or delayed semen shipments.

5. BOARDING / MARE CARE / MISC. FEES. Mares that have selected live cover at Stillwater Vet
Clinic or are there for artificial insemination will pay Stillwater Vet Clinic directly. To set up an
account with them please call (651) 770-6167. Mare owner is responsible for all vet fees
incurred including stallion costs. Mare owner shall incur a **haul in charge** of the stallion at
\$50.00 and a \$46.00 overnight fee if stallion has to stay at Stillwater Vet Clinic for collection
or Live Cover. Stallion owner strongly recommends that the mare owner does follow up care
after initial semen insemination, after 17 days of being bred. Stallion owner also
recommends that a Rhino Vaccination be given at 5-7-9 months plus all regular shots and
recommended worming. Stallion owner is not responsible for any mare not conceiving or
aborting during pregnancy. At the time of registering the foal, A \$35.00 transported/stored
semen service certificate fee will be charged to the mare owner.

6. LIVE FOAL GUARANTEE. Dierich Arabians gives with this breeding contract a Live Foal
Guarantee which is defined as one who stands and nurses without assistance resulting from
this breeding. The stallion owner must be notified within 7 days and a certificate from the vet
if the foal does not stand and nurse or the mare slips the foal. Rebreeding is a guarantee for
the original mare or another as agreed by both mare owner and stallion owner.

7. STALLION GUARANTEE AND PROMOTION. Should the Stallion be unavailable for medical
reasons including infertility, as substantiated by a veterinarian, or by death, Dierich Arabians

shall substitute with another stallion standing at Dierich Arabians. Client agrees that Dierich Arabians, at its sole discretion, may show or promote the stallion during the breeding season, and the Stallion may be temporarily unavailable during shows or promotions. The mare owner will have three (3) attempts to breed said mare (the mare owner is responsible for all collection, shipping, haul in charge, and any overnight fees PER BREEDING). If the mare does not check in foal the stallion owner will require a breeding soundness examination at the mare owners' expense. *** Please note all stallions are checked yearly for semen count and stallion fitness examination by a licensed reproduction veterinarian.

8. SPECIAL MARE DISCOUNT / MULTI MARE DISCOUNT.

[Apply to this contract () Stallion Owner initial only]

Dierich Arabians offers special breeding discounts to champion mares of Regional or National champion status. Show record must accompany this breeding contract and verified by AHA. Record MUST be at least Top Ten or higher in mare halter or performance either Open or AATH. Discounts for:

Please check one that applies

***Champion Mare Discount ()**

() Regional champions TT or better receive 10% off of listed stallion fee in breeding contract

() National TT or better receive 20% off of listed stallion fee in breeding contract.

THIS APPLIES TO _____ BREEDING SEASON ONLY!

***Multiple Mare Discount ()**

Purchase more than one (1) breeding and receive a 25% off discount of the total price of each other consecutive breeding fee.

() Please check if purchasing more than one breeding.

Please list number of breedings purchasing _____ breeding/ s

*** **Please note** above discounts will not be combined. Client must choose champion mare discount or multiple mare discount if multiple mares are being bred and are Regional TT champion or better show record.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION. Client expressly recognizes the inherent risks associated with breeding. To the full extent permitted by law, and regardless of any negligence on its or their part, Dierich Arabians and their subsidiaries, affiliates, breeding managers, agents, servants, and employees shall not be held liable for any sickness, disease, astray, 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 Agreement. Client fully understands, authorizes, and assumes the risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS ARE HEREBY EXCLUDED. CLIENT EXPRESSLY

WAIVES AND SHALL NOT BE ENTITLED TO ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. In no event shall Dierich Arabians, or their subsidiaries, affiliates, breeding managers, agents, servants, and employees be liable upon any claim or cause under or relating to this Agreement in an amount that exceeds the total of fees paid by Client to Dierich Arabians. Dierich Arabians shall not be held liable for any personal injury or disability which the Client or his/her agents, representatives, or family may receive while on the premises Dierich Arabians of Client agrees to effectively indemnify and hold Dierich Arabians harmless for any claim, damage, illnesses, or injury caused or suffered by the Mare, for any claim by a buyer of the Mare, and for any claim by any third party visiting Dierich Arabians at the invitation of Client. Client agrees to pay all expenses and attorney's fees incurred Dierich Arabians by in defending any such claim.

9. NONASSIGNABILITY. Client may not assign any rights or delegate any duties under this contract without the written consent of Dierich Arabians.

10. REBREEDING. Mares not checked in foal in a given year may be rebred in the next consecutive year for no re-breed charge. All fees incurred with re-breed are at mare owners expense. If no attempt to rebreed is made in the following consecutive year Dierich Arabians may, at its sole discretion, terminate the breeding contract or require substitution of the Mare.

11. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, AND ATTORNEY'S FEES. This Agreement contains the entire understanding of the parties concerning its subject matter and may be modified only in writing signed by both parties. 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 United States. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in St. Croix county, Wisconsin State. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees, expenses and costs.

12 - A. Please sign, date and email back to DierichArabians.sd@gmail.com or mail back a hard copy with check deposit to Dierich Arabians at the farm address: DIERICH ARABIANS, SHANNON DIERICH, 2306 CTY Rd., Baldwin, Wisconsin, 54002
Dierich Arabians also takes PayPal payments for faster service. Dierich Arabians PayPal address is: DierichArabians.sd@gmail.com

Client: _____

Date: _____

By: _____ for Dierich Arabians

Date: _____