

AGREEMENT TO FURNISH BREEDING RIGHTS

Debra and David Geiser of Dara Meadows Farm (hereinafter referred to as "Breeder") whose address is 449 East Nelson St., Lexington, Virginia 24450 and _____ (hereinafter referred to as "Mare Owner") whose address is _____, hereby agree as follows:

1) AGREEMENT TO FURNISH BREEDING RIGHTS. Breeder agrees to furnish breeding right for Mare Owner's Mare, _____ (hereinafter referred to as the "Mare") AHRA # _____ to the stallion, JADOUBE IBN LAHAB DMF (hereinafter referred to as the "Stallion") AHRA #625788. Such breeding rights are to be under the supervision of the farm at which the stallion is standing at the time of the breeding. Such above described breeding is to take place for the year 2018

2) PAYMENT. Mare Owner will deliver to Breeder the following at Breeder's farm in Rockbridge County, Lexington, Virginia:

A stud fee of \$2000 which amount shall be paid as follows: \$1000 booking fee payable upon the execution of this agreement plus: the service fee of \$1000, is to be paid prior to the first shipment of semen or the delivery of the mare to the farm where the Stallion is standing unless prior financial arrangements have been agreed to in writing by Breeder.

3) BREEDING TERMS. Method of Breeding: Breeder may breed the Mare naturally, by artificial insemination or by any other method deemed appropriate by Breeder. At Mare Owner's option, Mare may also be bred with semen that is shipped from the Breeder to the Mare. Procedures and any additional expense of such "shipped semen" option shall be under the supervision of the farm at which the Stallion is standing at the time of breeding. Mare Owner understands that conception rates are traditionally lower with shipped semen. Mare Owner is responsible for all expenses incurred in breeding the Mare. Change of Mare: If Mare Owner decides to transfer breeding rights to another mare other than the one specified in Section 1 of this Agreement, Breeder must be notified in writing prior to the Mare being bred. Live Foal: Should the Mare fail to conceive or produce a Live Foal as a result of such breeding, the Mare is entitled to be rebred during the following year's breeding season. Live Foal in this Agreement shall be defined as follows: A foal that stands and nurses and would be insurable against mortality seventy-two hours after birth. Provided, however, that Breeder shall be under no obligation to rebreed or do anything as a result of the failure to produce a Live Foal unless Breeder is notified in writing that a Live Foal was not produced within seven (7) days after the event which established that the Mare did not produce a Live Foal; a veterinarian's certificate indicating the reason that a Live Foal was not produced shall be required before Breeder is required to provide any rebreeding as a result of the failure to produce a Live Foal. Beyond the second breeding season, all Mare Owner's rights to breed to the Stallion are terminated. Under no circumstances shall any refund of any fee be made to Mare Owner. Should the original mare prove unbreedable, the Mare Owner may substitute another mare, that mare to be approved in writing by Breeder. All provisions of this contract shall apply to any substitute mare furnished for breeding pursuant to the terms of this contract. In the case of rebreeding the original or substitute mare the second breeding season, Mare Owner shall be required to pay Breeder a one time rebreeding fee of \$500 prior to such breeding.

4) DEATH, SALE OR DISABILITY. In the event the Stallion dies, becomes unable to breed or sells out of the country after the Mare has been serviced and has not been pronounced "in foal", Breeder will, at Breeder's sole option, return the service fee portion only or substitute another available stallion solely owned by Breeder.

5) AVAILABILITY. Breeder and Mare Owner agree that advertising the Stallion by means of showing and/or other public exhibition is in their mutual best interest. It is understood that no adjustment in stud fee and/or other charges shall be made by reason of Stallion's absence at any time during the breeding season, whether the Mare is fertile and ready to be bred or not.

6) LOCATION OF MARE. Mare Owner agrees that any shipment of Mare to or from the farm where the Stallion stands shall be at the Mare Owner's sole risk and expense. Mare Owner will be required to pay board, farrier services and medical care for the Mare. Whenever delivered to farm, the Mare shall be healthy, in sound condition for breeding, halter broken, not unruly and shall have received such vaccinations and tests as Breeder may reasonably require.

_____ Initial


7) LIEN TO SECURE PAYMENT. Mare Owner hereby grants Breeder a lien on the Mare and any foals born to the Mare as a result of the breeding sold hereby to secure payment of the amounts due hereunder. In the event any amount due hereunder is not paid in the manner and at the time provided for herein, Breeder may, by written notice to Mare Owner, declare Mare Owner's obligations hereunder to be in default and may, at any time more than twenty (20) days thereafter, sell the Mare and any foals born to the Mare as a result of the breeding sold hereby, at any public or private sale unless Mare Owner has remedied the default. Any notice shall be given by certified mail and shall be deemed given when deposited with the United States Postal Service in a postage paid wrapper addressed to Mare Owner at Mare Owner's address shown at the beginning of this Agreement. In the event of any sale, Breeder shall apply the proceeds of such sale, first, to the expenses of the sale and other collection cost (including but not limited to commissions, attorney fees, auctioneer's fees, court costs and transportation expenses), second, to the amount due to Breeder by Mare Owner hereunder, third, to any other amounts due from Mare Owner to Breeder, and fourth, any excess to Mare Owner, or such other party as may appear entitled hereto. Mare Owner agrees to cooperate with any such sale and agrees to promptly take all actions necessary to transfer to the purchaser good title, free of encumbrances, to any horse sold hereby, including but not limited to the provision and proper endorsement for transfer of any Registry certificate for the horse sold.

8) RELEASE OF LIABILITY. It is mutually agreed that neither Breeder nor any of its officers, directors or employees shall be liable for the death of or any disease, accident or injury occurring to the Mare, or the Mare's foal at side, and Mare Owner agrees to hold Breeder and its officers, directors or employees harmless against loss or expense arising out of any such death, disease, accident or injury. Mare Owner understands and recognizes that Breeder will not carry the Mare on any form of insurance, including equine mortality or liability insurance and any such insurance is Mare Owner's responsibility. Mare Owner agrees that neither Breeder nor any of its officers, directors or employees shall be liable for any injury which Mare Owner or Mare Owner's invitees may receive while on Breeder's premises and Mare Owner agrees to hold Breeder and its officers, directors and employees harmless against loss or expense arising out of any such injury.

9) MISCELLANEOUS. This Agreement comprises the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements. Mare Owner agrees and acknowledges that Breeder has made no representations or promises in connection with this Agreement except those set forth herein. Except as specifically authorized by Breeder in writing, the Mare Owner's rights hereunder may not be transferred or assigned.

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and shall be binding upon the parties hereto and their respective heirs, successors and personal representatives, and where allowed, assigns.

This Agreement is executed this 1ST day of NOVEMBER, 2016



LAKIS ARABIANS
LINDA S. THORBURN
Breeder/Dara Meadows Representative

Mare Owner