



BREEDING AGREEMENT

This agreement (the "Agreement") is made by and between ShowBiz Arabians (hereinafter referred to as "ShowBiz") and _____ (Mare Owner (hereinafter referred to as "Mare Owner")), on this _____ day of _____, 2013 and is made with respect to a breeding right ("Breeding Right") purchased by Mare Owner for the Mare designated below for the 2013 breeding season ("Initial Breeding Season"). Each Breeding Right entitles the Mare Owner to breed the designated Mare to produce a single Live Foal (as defined herein).

1. BREEDING AND BOOKING FEES.

Mare Owner hereby agrees to breed the Mare _____ ("Mare"), AHRA # _____ to the purebred Arabian Stallion: _____ (_____ x _____), ("Stallion"), AHRA # _____ standing at ShowBiz Arabians, and to pay a Booking/Handling Fee of \$ _____ per Breeding Right and a breeding fee of \$ _____ ("Breeding Fee") per Breeding Right for a Total Breeding Fee of \$ _____. Both the Booking/Handling fee and Breeding Fee must be paid in full prior to breeding or shipment of semen.

2. OTHER SERVICES AND EXPENSES.

2.1 MARE CARE AT SHOWBIZ. Where applicable, mares being bred and/or boarded at ShowBiz, Mare Owner understands and agrees that in addition to the Total Breeding Fee, the Mare Owner shall pay board expenses at the rate of \$ _____ per day for an open mare, and \$ _____ per day for a mare with foal, plus all Veterinarian's services and incidental expenses including drugs, medications, and supplies required, farrier services and expenses, and all other services and expenses that ShowBiz deems reasonable and necessary to insure the well-being and successful insemination and conception of the Mare. ShowBiz shall issue a detailed account of all such charges to Mare Owner. Payment shall be made by the Mare Owner promptly and within the terms set forth in Section 8. All fees must be paid in full before the departure of the Mare and any foal.

2.2 TRANSPORTED (COOLED) SEMEN. Mare Owner has the option of receiving transported semen in a disposable container or in an Equitainer. If the disposable container option is selected, a fee of \$ _____ shall apply. If the Equitainer option is selected, a refundable deposit fee of \$ _____ shall apply. Prior to semen shipment, Mare Owner must pay to ShowBiz the appropriate fee for the selected semen shipment container option. The semen collection and transportation fee is \$ _____ for next day priority delivery (**Federal Express**) and \$ _____ for same day delivery. Additional charges of \$ _____ for Saturday delivery shall be paid by the Mare Owner, in addition to the charges set forth above. All Equitainers must be returned to ShowBiz via Federal Express Overnight service within 48 hours of receipt of the shipment by the Mare Owner. In the event that an Equitainer is not returned on time, ShowBiz may assess a \$ _____ per day late charge until the Equitainer is received. All fees for transported semen shall be paid in full prior to shipment. The Equitainer deposit fee will be returned less any applicable late fees. If the Equitainer is not returned within ten (10) days, the deposit is forfeited and an additional deposit of \$ _____ will be required prior to any future shipments. Equitainer deposits will be returned upon notification by the Mare Owner that the Mare is confirmed in foal or when breeding for the year has ended.

3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN. Mare Owner represents that the Mare is registered with the Arabian Horse Registry of America. Prior to the semen shipment to the Mare Owner shall furnish to ShowBiz a copy of the Mare's AHRA Papers.

4. RE-BREEDING PRIVILEGE / LIVE FOAL GUARANTEE. A Live Foal is defined for the purposes of this Agreement as a foal which stands and nurses unassisted for at least 24 hours after delivery. Should the Mare fail to conceive, abort, die, or not produce a "Live Foal", the Mare Owner shall be entitled to a return breeding privilege for the same Mare or for a substitute Mare. During the Initial Breeding Season, no additional fees shall be assessed for the return breeding privilege, although all fees due under Sections 1 and 2 must be fully paid. If the return privilege is utilized during the calendar year after the Initial Breeding Season, the Mare Owner must pay ShowBiz an additional fee of \$ _____ as well as any fees due under Section 2 above. The return breeding privilege can only be exercised for the two (2) consecutive breeding seasons following the Initial Breeding Season. Mare Owner shall notify ShowBiz within sixty days of the last day of breeding season if the Mare did not conceive in order to be eligible for a rebreed. Mare Owner shall also notify ShowBiz within thirty days of the Mare's abortion, should the Mare abort. In the event that Mare does not produce a "Live Foal", then Mare Owner shall provide ShowBiz with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death. In the event that Mare dies, Mare Owner shall provide ShowBiz with a veterinarian's certificate of death. The Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for normal yearly vaccinations as well as for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Manager with a certificate indicating that such vaccination has taken place at the time the Mare owner requests a rebreed pursuant to this section. The Live Foal Guarantee shall lapse and ShowBiz shall have no further obligation to Mare Owner under this section if:

1. Mare Owner fails to rebreed Mare during acceptable return breeding periods as defined in this section.
2. Mare Owner fails to provide normal yearly vaccination and Rhinopneumonitis vaccination certificates.
3. Mare is substituted with another mare without written consent by ShowBiz.
4. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify ShowBiz as defined above.

5. UNAVAILABILITY OF STALLION. Should the Stallion be sold, die, or otherwise become unavailable or unfit for breeding, and should the Mare not produce a Live Foal as a result of the Breeding Right purchased under this Agreement, the Mare Owner shall at its sole option have the right (a) to breed a mare to a substitute stallion owned or leased by ShowBiz and which ShowBiz identifies as available to the Mare Owner (in which event such substitute stallion shall be deemed "Stallion hereunder), or (b) to terminate this Agreement in which event the Booking Fee and Breeding Fee shall be refunded in accordance with the provisions of Section 10. No other refunds will be made, except that a refund shall be made of (a) any refundable container deposit subject to the Mare Owner's compliance with the terms of Section 2.2, and (b) any prepaid semen collection and transportation fee for which no collection and shipment was made. In the event the Stallion dies or becomes unfit for service, ShowBiz will have no obligation to provide the Mare Owner frozen semen under this Agreement.

6. REPRESENTATION. ShowBiz hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated in this Agreement and that any other information on the Semen Collection Report shall be accurate. SHOWBIZ DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Mare Owner hereby represents that to the best of its knowledge, the information provided under Sections 3 and 4 is true and correct.

7. WAIVER OF LIABILITY. Except in the event of gross negligence, recklessness, or willful misconduct by ShowBiz, its associates, and/or employees, ShowBiz shall not be liable for any sickness, disease, estray, death or injury suffered by the Mare or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare Owner understands that ShowBiz does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare, any foal at her

side or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with breeding or provision of any service to the Mare and/or foal shall be born solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT SHOWBIZ SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES ARISING FROM THE NONPERFORMANCE OF OBLIGATIONS OF MARE OWNER TO ANY THIRD PARTY WHICH OBLIGATIONS MARE OWNER MAY HAVE UNDERTAKEN IN RELIANCE UPON ANY PROMISES AND REPRESENTATIONS MADE BY SHOWBIZ IN THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF SHOWBIZ FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

8. PAYMENT OF FEES. Mare Owner hereby agrees to pay ShowBiz all applicable charges, fees, services and expenses required under this Agreement. Except for those fees required to be paid in advance as provided above, all charges, fees and expenses due from Mare Owner under this Agreement shall be due and payable within 15 days of any invoice issued by ShowBiz. Mare Owner will pay a late charge of the lesser of (a) one and one-half percent per month or (b) the greatest charge allowed by law on all amounts past due. All payments shall be paid in lawful U.S. funds to the offices of ShowBiz Arabians, located at 8731 Lithia Pinecrest Rd, Lithia, Florida 33547. Payments may be made by a check or wire transfer to ShowBiz Arabians. Check payments and wire transfers are subject to a waiting period until the payments process and appear ("clear") in ShowBiz's designated bank account.

9. REFUND OF BREEDING FEES. The only fees that are refundable under this agreement are the Booking Fees and Breeding Fees. They are only refundable should the stallion be sold and become unavailable for breeding, die or be unfit to breed for any reason. Booking and Breeding Fees are refundable only as follows:

- 1) The Booking and Breeding Fee will be fully refunded if no semen has been shipped or the Mare has not been inseminated.
- 2) After an initial shipment of semen or insemination during the Initial Breeding Season and prior to any shipment or insemination in the second breeding season, fifty percent (50%) of the Breeding Fee will be refunded and the Booking Fee becomes non-refundable.
- 3) During the second or subsequent breeding season no refund will be made if semen has been shipped or the mare has been inseminated in any of the second or subsequent breeding seasons.

10. TRANSFER OR SALE OF BREEDING. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, except as provided herein. The Breeding Right including any return privilege is personal to the Mare Owner and may only be transferred by the Mare Owner with the sale of the above Mare, and then only if (a) the Total Fee has been fully paid (b) all service fees due under Section 2 have been fully paid and (c) the new mare owner executes a new service contract with ShowBiz and pays 20% of the Booking and Breeding Fee, as a transfer fee, within 30 days of the sale of the Mare. There are no other provisions for the transfer or sale of the Breeding Rights granted under this agreement.

11. MISCELLANEOUS PROVISIONS. Mare Owner agrees to indemnify and hold harmless ShowBiz Arabians from and against any and all claims, demands, causes of action, damage, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature (known or unknown) arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, any foal at the Mare's side, or any foal resulting from any breeding of the Mare to the Stallion. Except as provided in Section 7, the Mare Owner hereby releases the ShowBiz from and against any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature know or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in custody of the ShowBiz.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing, signed by both parties.

Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail or when custody is delivered to a recognized overnight courier (e.g., Federal Express, DHL), delivery fees prepaid and properly addressed to the addresses at the end of the Agreement (or such other address as may have been provided by one party to the other party by notice in accordance with the provisions of this section). All notices delivered by United States mail shall be sent by certified or registered mail, with a return receipt requested. All notices delivered by overnight courier shall be by a means that provides proof of delivery.

Mare Owner shall reimburse ShowBiz for all federal, state, and local sales or use tax liabilities, if any, assessed on the transactions under this Agreement excluding however any taxes based on the net income of ShowBiz. In the event of a dispute between the Parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover its reasonable attorney’s fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in connection with the assertion of its right to payment in any voluntary or involuntary bankruptcy proceedings. This Agreement may be executed in counterparts. Any unlawful or unenforceable provisions of this agreement shall be severable without affecting the validity of the balance of the agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute related to this Agreement shall be resolved by binding arbitration through the American Arbitration Association in Hillsborough County, Florida before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorney’s fees to the prevailing party.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.
(PLEASE ATTACH A COPY OF MARE’S REGISTRATION PAPERS).

SIGNATURES

By: _____ (Mare Owner Signature)
Mare Owner Signature

Mare Owner Name (Print) _____
Date of Signature

By: _____ (ShowBiz Arabians Signature)
ShowBiz Arabians

Date of Signature

Stallion Owner Address for Notices and Return Shipments:

SHOWBIZ ARABIANS
8731 Lithia Pinecrest Rd
Lithia, FL 33547

Phone: 813-404-6676
Email: SHOWBIZHORSES@GMAIL.COM