

DAKAR KARTEL, LLC.
BREEDING AGREEMENT

This agreement is made on _____ between "THE DAKAR KARTEL, LLC."
and client _____, herein called the mare
"owner" _____
address _____

phone # H) _____ W) _____ C)

This agreement is for the purpose of breeding the Stallion _____
_____ to the following mare during the _____ breeding
season.
Name: _____ AHR# _____
Sire _____ DAM _____. A copy of
the original registration papers shall accompany this document or be forwarded ASAP to
"THE DAKAR KARTEL LLC" at 15360 Van Buren Blvd. Riverside, CA 92504 or fax at
(951) 789-8714.

Breeding Fee Payment:

Approval _____

This breeding fee shall be _____ paid by the owner as follows: A \$1,000.00
non-refundable booking fee at the time of purchase, with the balance due prior to
the first shipment of semen or if the mare is at the KARTEL breeding farm, at the
time the mare is approved for her first cover.

Multiple Breeding:

Special rates available and may be used in combination with other DAKAR KARTEL stallions.

The mare owner has full responsibility for the proper care, handling, and insemination of the semen once it leaves DAKAR KARTEL. THE DAKAR KARTEL nor it's employees, veterinarians, or stallion owners shall be liable or responsible for improper handling or insemination of the mares

Each breeding to a Stallion is covered by the following Live Foal Guaranty. The term "live foal" means a foal that stands, nurses, and survives 72 hours. All foals born to mares which are bred to a DAKAR KARTEL stallion shall be presumed to be live foals unless the DAKAR KARTEL receives written notification and a postmortem examination report within 30 days of the date of death, signed by a licensed Veterinarian certifying that said foal was not a live foal as described above, and that the mare received Rhinopneumonitis vaccinations as recommended.

If a mare bred to a DAKAR KARTEL stallion fails to produce a live foal, said mare (or substitute) may be returned for rebreeding in the following season. Rebreedings must occur in the next succeeding breeding season or the rebreeding right shall be lost. If a mare or its substitute mare fail to produce a live foal after a total of two breeding seasons, the breeding and rebreeding rights shall be deemed expended, and any further breeding shall be at the discretion of THE DAKAR KARTEL. THERE WILL BE A \$500.00 HANDLING FEE FOR ANY REBREEDING IN A FOLLOWING BREEDING SEASON. ALL BREEDINGS MUST BE ACTIVATED WITHIN 3 YEARS OF PURCHASE IN ORDER TO BE UTILIZED.

Transfer of a stallion breeding to another party: The original breeding must be paid in full. Written notification and a \$500.00 transfer fee must be sent to THE DAKAR KARTEL LLC prior to any shipment of semen to the new party. The transferred breeding shall then have all of the rights of an originally purchased breeding.

Should a stallion become permanently unavailable for breeding, THE DAKAR KARTEL LLC will refund that breeding, or in the case of rebreeding, that portion of the breeding fee which has been paid in excess of the nonrefundable booking fee. Any refund, however, shall first be applied to any outstanding accounts with regards to the breeding.

No foal produced by a DAKAR KARTEL stallion will be eligible for registration until all fees described herein have been paid in full including all transported semen certificates required by the Arabian Horse Registry.

TRANSPORTED SEMEN:

All collection and shipping charges for the semen are payable by the Owner with cash, check or agreement of payment in advance of shipment or at the time of purchase.

A semen collection fee of \$350.00 plus shipping charges (FedEx, Same Day Air or UPS shipment will be charged.)

A semen shipment container deposit of \$250.00 is due prior to the shipment of semen unless owner has sent container. Semen shipment containers must be returned to the DAKAR KARTEL within 5 days of receipt by owner, or owner will be charged a late fee. A paid deposit will be returned after return of container on final shipment for the breeding.

Semen is most often shipped by Federal Express or U.P.S. for next day delivery. Same day air is available to many locations but is not guaranteed. Courier service to airports will be an additional charge of \$125.00.

ALL ACCOUNTS MUST BE KEPT CURRENT OR ALL SERVICES WILL BE DISCONTINUED AND INTEREST WILL BE CHARGED AT 18% PER ANNUM.

Owner agrees to have the mare(s) examined (uterine cytology or culture) by a certified veterinarian within 30 days prior to breeding. Owner will have the mare(s) vaccinated for Rhinopneumonitis during the recommended months of the pregnancy. * If such vaccinations are not documented, the "live foal guaranty" will not apply.

Owner agrees to notify THE DAKAR KARTEL at the beginning of the heat cycle in which the mare is to be bred. The breeding farm requires at least a 24 hour notice prior to any shipment. Stallions are not necessarily collected on a daily basis, and scheduling is of utmost importance for the success of the breeding. Owner understands that semen may not always be available for shipment due to previously committed shipments, possible show schedules, and health of the stallion.

The DAKAR KARTEL LLC, and their affiliates, agents, veterinarians, and employees shall not be liable and owner agrees to hold them harmless for any loss, damage, injury or death connected with the owner's decision to use artificial insemination to breed the mare(s).

There is no warranty of the "fitness for any purpose" of the foal produced pursuant to this agreement, nor is there any warranty of merchantability of said foal. Owner waives any right to incidental or consequential damages and agrees that the Owner's remedy for any breach shall not exceed the amount of the fees actually paid for the service in dispute.

Any delay or failure by The DAKAR KARTEL LLC to exercise any right to remedy under this agreement shall not be deemed a waiver of that or any other right or remedy.

This agreement shall be governed by the laws of the State of California. Each party to this agreement hereby consents to the jurisdiction of the courts of the State of California, and to venue in the courts of Riverside County as the appropriate site for litigation concerning this agreement.

This agreement shall inure to the benefit of and shall be binding on the assigns successors in interest, personal representatives, estates and heirs of each party to this agreement.

Should any litigation be commenced between the parties to this agreement, the prevailing party shall be entitled to actual attorneys fees incurred, in addition to any other relief granted.

This agreement is not effective until approved and executed by THE DAKAR KARTEL LLC, which reserves the right to reject any horse at its sole discretion.

This agreement may be altered or voided at any time prior to approval by both parties.

Owner's Signature _____ Date _____

Bank Name _____ Check #

THE DAKAR KARTEL LLC _____ Date _____