

S NOBLEMAN - 2011

BATTAGLIA FARMS, LLP -S NOBLEMAN BREEDING CONTRACT

1) **PARTIES.** THIS AGREEMENT is made this _____ day of _____, 20____ by and between WINDWALKER ENTERPRISES, INC, and

Name (Client)	Address		
Ranch Name and Address, if different			
County	City	State	Zip
Residence Phone	Ranch Phone	Business Phone	

2) **HORSE.** This agreement (the "Contract") is for the mare (the "Mare"):

Name of Mare: _____ Sire: _____ Dam: _____
Reg #: _____ Date Foaled: _____ Color: _____
Insurance Carrier: _____ Amount: \$ _____

3) **OWNERSHIP.** Client (Mark One):

() has full title & registration () leases () manages or () has purchased the Horse on installment contract with final payment due _____, 20____ and full title and registration are currently held

by: _____
Name

Address	City	State	Zip
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4) **BREEDING.** Client contracts to breed this Mare to S NOBLEMAN during the 2011 breeding season which terminates on August 15, 2011. The Stallion will stand at Battaglia Farms, LLP The stud fee is \$ 1500.00 this includes a non-refundable booking fee of \$ 375.00, the booking fee is due and payable upon execution of this Contract. **The balance of the stud fee must be paid prior to the first shipment of semen.** Client understands a 5% service fee is added to payments made with a credit card. All fees are non refundable including booking and stud fee.

Client has read, understands and agrees to all the terms and conditions of this agreement.

Client: _____ Date: _____

By: _____ Date: _____

For Battaglia Farms

5. **LIVE FOAL GUARANTEE.** Battaglia Farms guarantees a return breeding the following season should a Live Foal (defined as one who stands and nurses without assistance) not result from this breeding. Death of the foal before qualifications as a Live Foal must be certified in writing by a veterinarian and received by Battaglia Farms within ten (10) days of live foaling date. A Rhinopneumonitis series must be completed for the Live Foal Guarantee to apply. Written documentation may be required in the event of an aborted or dead foal. You may rebred however all fees are non refundable.

6. **STALLION GUARANTEE AND PROMOTION.** Should said Stallion be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, the parties agree that the Client shall have the option of breeding to another stallion owned or leased by the stallion owner. If Client does not wish to breed to the replacement stallion offered, the Client's breeding is null and void and all fees are non-refundable. Client agrees that Battaglia Farms may, at its discretion, show or promote Stallion during normal breeding season.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Regardless of any negligence on its or their part, Battaglia Farm and/or stallion owner, their subsidiaries, affiliates, breeding managers, agents, servants and employees shall not be held liable for any sickness, disease, estray, 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 Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. ALL implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceeds the amount of the fee by law. In no event shall Client's remedy exceed the amount of the fee paid for service complained of. Battaglia Farms and/or stallion owner shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while on Battaglia Farms premises where horse is standing. Client agrees to indemnify and hold Battaglia Farms and/or stallion owner where the stallion is standing harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and from any claim by a buyer of the Horse, and Client agrees to pay all expenses and attorney's fees incurred by Battaglia Farms and/or stallion owner where the stallion is standing in defending any such claim.

8. **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Contract without the written consent of Battaglia Farms.

9. **REBREEDING.** Mares not checked in foal in a given year may be rebred in the next consecutive year for a rehandling fee of \$600.00. If no attempt to rebreed is made in the following consecutive year Battaglia Farms may, at its sole discretion, terminate the Breeding Contract or require substitution of the mare. In this event the rehandling fee will be \$1,000.00

10. **ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, AND ATTORNEY'S FEES.** This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. 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 Arizona. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Maricopa County, Arizona. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

Client: _____ Date: _____

By: _____ Date: _____
For Battaglia Farms