

\*Contract expires without execution 30 days from issue date listed and initialed below.  
TAP Representative: Initial \_\_\_\_\_ Date: \_\_\_\_

The Aria Partners, LLC  
34300 Woodward Ave.  
Suite 200  
Birmingham, MI 48009  
**2021 Region 12 Spotlight Auction Breeding**

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**ARIA BAKARE BREEDING CONTRACT  
2021**

**I. Parties.** THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between The Aria Partners, LLC (hereinafter "TAP", and:

\_\_\_\_\_  
Name (hereinafter "Client")

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Residence Phone Business Phone Fax Number

\_\_\_\_\_  
Farm Name and Address (if different) E-Mail Address

**II. Horse.** This Agreement pertains to the purebred or part Arabian horse (hereinafter "the Horse" or "the Mare"):

\_\_\_\_\_  
Name of Horse Sire Dam

\_\_\_\_\_  
Registration Number Date Foaled Color

**III. Ownership.** Client (make one): ( ) owns 100% of Horse; ( ) leases/purchased embryo from:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

If Client does not own 100% of the Horse, the names, addresses and phone numbers of all owners of the Horse are:

\_\_\_\_\_  
Client represents and warrants that Client is authorized to bind each owner of the Horse to this Agreement, as if each such owner was the "Client" hereunder and Client acknowledges and agrees that the liability of each owner of the Horse under this Agreement shall be joint and several.

**IV. BREEDING**

**STUD FEE.** Client contracts to breed the Mare to Aria Bakare (AHR#677849) (Hereinafter the "Stallion") during the 2021 breeding season. The Stud Fee for this Breeding shall be deemed PAID IN FULL TO REGION 12 SPOTLIGHT AUCTION and receipt of payment supplied prior to breeding. Client represents and warrants the Mare shall be suitable for breeding or rebreeding and shall be free of all disease and illness at such time. Collection, insemination, and shipping fees are to be paid by the Mare owner and are in addition to the stud fee. Client agrees that should the Stallion be unavailable or unable to breed or rebreed the Mare or ("Substitute Mare" as hereinafter defined), with either cooled or frozen semen, all obligations of TAP and the client shall terminate and Client's sole remedy in such event shall be a refund to the Client of the Stud Fee paid less the \$500.00 Booking Fee. It is understood that this Breeding is non-transferable and non-saleable.

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**REBREEDING:** If the Mare is bred to the Stallion and fails to produce a “live foal” (defined as a foal that stands, suckles and survives forty-eight (48) hours after birth), TAP will provide a rebreeding to the Mare or substitute Mare (upon written approval from TAP) the immediate following breeding season; provided that:

1. The failure to produce a live foal is certified in writing by a licensed veterinarian within one (1) week of such determination and such certification is provided to the Stallion owner within two (2) weeks from determination.
2. The Failure of the Mare to produce “live foal” was not contributed by any act or omission of the Client or any other person or entity.
3. The Mare was, during her pregnancy, vaccinated against Rhinopneumonitis abortion.
4. Client is not at the time of any intended re-breeding in breach of any obligation owed to TAP or any of its affiliates.
5. Client pays a re-handling fee of \$500.00.

In addition, Client may carry over the breeding to the following breeding season (2022) provided, the Mare is bred and fails to conceive and Client pays a re-handling fee of \$500.00. If no attempt to breed the Mare in 2021 occurs then Client will be charged a Rebooking Fee of \$500 in 2022 or any subsequent year the breeding remains unused.

**V. LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION AND LEGAL ACTION.**

**A.** All special, incidental, and consequential damages, including, but not limited to, lost profits, are hereby excluded disclaimed and shall not be awarded or recovered by Client. In no event shall Client’s remedies exceed the amount of the fee paid for the service complained of.

**B.** As a condition precedent to any legal action by the Client, Client shall notify TAP in writing at least thirty (30) days in advance of initiating any legal action against the Released, or any of them, regarding or concerning, in whole or in part, the Horse, any of Client’s horses, the Agreement or any other claim against the Released. Within twenty (20) days of receiving such notice, TAP or any of the Released shall be entitled to require that such action be resolved by submission to binding arbitration before the American Arbitration Association (“AAA”), in accordance with the Rules of the AAA, with such arbitration to take place in State of Michigan. If TAP or any of the Released elects binding arbitration, TAP, the Released and Client to the fullest extent allowed by law, waives trial by jury or by court.

Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against the Released regarding the Horse, any of the Client’s horses, this Agreement or any other claim against the Released or any of them must be filed with a court competent subject matter jurisdiction or the AAA (if TAP or the Released so elects) no later than one hundred twenty (120) days from the date of the claimed loss or be forever barred. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorneys’ fees and costs, in addition to all other relief, through and including petitions and appeals.

**VI. ACCEPTANCE. THE CLIENT AND TAP MUST SIGN THIS AGREEMENT AT THE TIME OF OR PRIOR TO BREEDING.**

**VII. ASSIGNABILITY.** Client may not assign any right or delegate any duties under this Agreement without written consent of TAP, which may be withheld in TAP’s discretion. TAP may assign any right or delegate any duties under this Agreement upon written notice to Client. Any breach of this contract by Client, TAP will not sign the registration form for the resulting foal. In the event, Client uses semen shipment to inseminate multiply Mares or a different Mare from the one stated on this Agreement without prior written consent of TAP then Client shall be responsible for any additional stud fees and handling charges to affiliates. Client may be subject to a \$1,000.00 penalty to be paid to TAP if semen is used on multiple Mares sold or traded without prior written consent of TAP. Furthermore, any resulting foals will not be eligible for registration unless all financial obligations are satisfied.

**VIII. TAXES.** Client shall pay for and shall indemnify and hold TAP harmless from any sales, excise, use or similar tax relating to the Horse or any of the Client’s horses, including and interest and penalty hereon.

**IX. ENTIRE AGREEMENT; INTERPRETATION; CHOICE OF LAW; ETC.** This Agreement contains the entire understanding of the parties concerning the subject matter and supersedes any prior or contemporaneous agreement between the parties. This Agreement may only be modified or amended in writing stating the modification or the amendment of this Agreement, which is signed by the Client and TAP. This Agreement shall not be construed against the TAP on the basis that TAP drafted the same. Headings are for the convenience only and are in part of this Agreement. The invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the internal laws of the State of Michigan.

THE CLIENT HAS READ AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT.

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
THE ARIA PARTNERS, LLC

\_\_\_\_\_  
DATE