

Magic Charm Arabians

PO Box 384

Acton CA 91350-0384

Ph/Fax: (661)269-8023

<http://www.MagicCharmArabian.com>

Waller@MagicCharmArabian.com

1. Parties, This AGREEMENT, made and entered into this _____ day of _____, _____ by and between Magic Charm Arabians, whose address is 1842 Shadow Canyon Road, Acton, California, 93510-1889, hereinafter referred to as Magic Charm and

Name (hereinafter "Client") Address

City State Zip County

Home Phone Business Phone

Ranch Name and Address, if different

City State Zip County

2. MARE, And whereas, this Agreement pertains to the Purebred Arabian Mare (hereafter "The Mare").

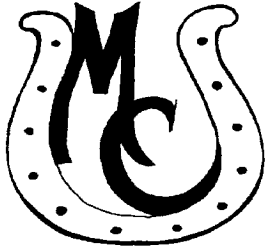
Name of Mare _____ Reg# _____

Date Foaled: _____ Color: _____

Sir: _____ Reg# _____

Dam: _____ Reg# _____

3. **STALLION.** Client contracts for one seasons booking to the stallion Merlann, Reg# 0287952 for the 20____ breeding season.
4. **BREEDING FEE.** The breeding fee shall be \$1000. The booking fee shall be \$250. Balance of \$750 shall be paid by Client when mare is checked 45 days in foal, or leaves the farm, whichever comes first.
5. **LIVE FOAL GUARANTEE.** None of the above mentioned fees shall be refundable. Magic Charm guarantees a return breeding the following season either for said mare or an approved substitute should a LIVE FOAL not result from this breeding. A LIVE FOAL is defined as any foal which lives a minimum of 72 hours and can stand and suckle unassisted. The death of any foal is to be evidenced by a written statement from a qualified veterinarian within one week from the death of the foal.
6. **FEES AND EXPENSES.** Client agrees to pay to Magic Charm any and all amounts due on or before departure of mare from the premises of breeding ranch. All fees and expenses of or on behalf of mare and/or foal at side are the sole expense of Client. Client agrees to pay monthly, the daily and/or monthly rates for services as defined in the breeding ranch's fee schedule and program description upon receipt of the statement.
7. **HEALTH CERTIFICATE.** Upon arrival, horse(s) shall be accompanied by a health certificate indicating current vaccination for equine encephalitis, strangles, tetanus, influenza, and rhinophneumonitis. Horses not accompanied by such certificates will be vaccinated shortly after



Magic Charm Arabians

PO Box 384

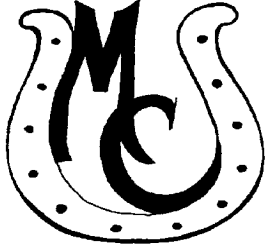
Acton CA 91350-0384

Ph/Fax: (661)269-8023

<http://www.MagicCharmArabian.com>

Waller@MagicCharmArabian.com

- arrival at expense of the Client. All mares must have a veterinarian culture report showing no infection. This report must be no more than 45 days old.
8. **HEALTH CARE.** The Client agrees to allow Magic Charm to have a qualified veterinarian check the mare for normal breeding conditions, and to perform such other veterinary services that Magic Charm may deem necessary for the proper treatment and protection of the mare and/or foal at side. This is to be at the Mare Owner's expense and will be due when billed. Client agrees to allow Magic Charm to cause normal foot care and to remove hind shoes of mare, if shod. Magic Charm is hereby expressly authorized to secure emergency veterinary and blacksmith care required for the health and well being of said horse(s). All cost of such care secured shall be paid by Client.
 9. **LIMITATIONS OF LIABILITY AND INDEMNIFICATION. MAGIC CHARM, ITS AGENTS, VETERINARIANS, FARRIERS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ASTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE(S) WHILE IN MAGIC CHARM'S CUSTODY**, nor for any other loss, damages or injuries arising out of or connected with breeding, boarding, conditioning, training or other services pursuant to this Agreement, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, conditioning, training, and transporting horses, and acknowledges that mortality and other insurance is solely Client's responsibility. **ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND SPECIAL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED**, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee paid for the services complained of. Magic Charm shall also not be liable for any personal injury or disability which the Client or his agents, representatives or family may receive while on the breeding ranch premises. Client agrees to indemnify and hold Magic Charm harmless from any claim related to damages, illness or injury caused by the horse, and from any claim by a third party and agrees to pay all expenses and attorney's fees incurred by Magic Charm in defending such claims.
 10. **BOARD AND MARE/FOAL CARE.** It is the Client's responsibility to obtain the proper boarding and mare care from the independent breeding ranch.
 11. **RELEASE.** Client agrees that all outstanding balances due to breeding ranch, veterinary care, farrier work and all other fees, charges and expenses pursuant to this Agreement shall be paid prior to Magic Charm's release of the horse. Client is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations, and health certificates, whether through Magic Charm's veterinarians or otherwise. Upon commencement of loading of the horse for shipment, Client assumes full responsibility and releases Magic Charm from any responsibility or liability for the horse's health, soundness, transportation and care. Client shall notify Magic Charm of horse's release at least 48 hours in advance.
 12. **LIEN.** Client grants Magic Charm a lien upon and security interest in the horse to secure all obligations and amounts due under this or any other agreement with Magic Charm. Magic Charm may, at any time until amounts due hereunder are paid, file a photocopy of this Agreement in the county and state in which it believes the horse to be kept, or where the Client resides, and when so filed the copy shall be effective as a financing statement as well as the security Agreement. At any time the Client's balance is unpaid for thirty days, or Client is otherwise in default of this or any other Agreement with Magic Charm, Magic Charm may foreclose its security interest in the horse. Then (10) days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.
 13. **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Agreement without the written consent of Magic Charm. If the mare is to be rebred and the Client fails to deliver her for rebreeding the following year, then any and all fees paid shall not be refundable and this agreement is canceled.
 14. **TERMINATION AND WAIVER.** Service programs may be terminated by Magic Charm upon thirty (30) days written notice, except in the event of default or as provided by paragraph 9. No delay or failure by Magic Charm to exercise any rights or remedy shall be deemed a waiver of that or any other right or remedy.



Magic Charm Arabians

PO Box 384

Acton CA 91350-0384

Ph/Fax: (661)269-8023

<http://www.MagicCharmArabian.com>

Waller@MagicCharmArabian.com

15. **ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES.** This Agreement contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the Agreement. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The agreement shall be construed and governed by the laws of California. At Magic Charm's option, jurisdiction and venue for all disputes connected with this Agreement shall be proper only in Los Angeles County, California. If a lawsuit is filed with respect to this Agreement, or Magic Charm forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.
16. **MISCELLANEOUS. CLIENT HAS READ AND ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.** If Horse(s) is/are not insured, Clients signature below on this Agreement acknowledges that Client assumes all risk of loss. This Agreement shall be deemed to have been entered into in Los Angeles County, California, which shall be the appropriate legal forum and that California law shall apply.

This agreement is not effective until approved and executed by Magic Charm, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Client's expense.

PLEASE SEND PHOTOCOPY OF MARE'S REGISTRATION WITH THIS AGREEMENT. Front and back.

Mare Owner(s): _____

Magic Charm Arabians: _____

Irene E Waller

(Make checks payable to Irene Waller, booking fee must accompany contract)