

**AFFIRMED
WAGAMON FARMS
13640 ZODIAC STREET
LINO LAKES, MN 55014
651-464-7299**

BREEDING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 200____.by and between _____ of _____ the owner/owners agent/lessee of the mare to be bred. Hereinafter referred to as customer, and the Wagamon Family.

WHEREAS, the Wagamon Family is the owner of Affirmed and the customer is the owner of the mare named _____ Reg. # _____ described as a _____ Mare, foaled in _____ out of _____ Reg. # _____ by _____ Reg. # _____

Registered owner of the mare at time of breeding, per registration certificate is.....

WHEREAS Affirmed will stand the 2008 Breeding season at Anoka Equine, Elk River, MN .

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. STUD FEE

Customer contracts to breed this mare to Affirmed standing at Anoka Equine during the 2008 Breeding season. The stud fee shall be\$_____. Stud fee for second breeding in the same year is \$_____ .

The stud fee \$_____ shall be paid as follows:

\$_____ Deposit on _____ to reserve a breeding for the _____ breeding season.
(Date) (year)

The total balance of the stud fee shall be paid prior to breeding the mare or shipping of the transported semen. Collection fee for shipped semen will be \$_____ .

2. LIVE FOAL GUARANTEE

If above referenced mare fails to produce a live foal as certified in writing be a licensed veterinarian within one week of such determination and provided to Wagamon's within thirty (30) days of thereafter, this agreement, a live foal is one that survives for a period of 72 hours. The rebreeding shall be made available at no additional stud fee. The rebreeding is available only for the same mare or a substitute approved by Wagamon's in writing. If the identical stallion is not available to Wagamon for rebreeding, the Wagamon Family hereby reserves the right to provide a stallion with a standard stud fee of equal or greater value.

3. LIMITATIONS OF LIABILITY & INDEMNIFICATION

Wagamon Family and their affiliates, agents, servants and employees shall not be liable for any sickness, disease, astray, theft, death or injury that may be suffered by the horse, not for any other loss, damages or injury out of or connected with breeding, boarding, conditioning, training or other services pursuant to this contract except as required by law. Customer fully understands and acknowledges mortality and other insurance is solely the customer'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 customer's remedy exceed the amount of the fee paid for the service. Customer agrees to indemnify and hold Wagamon and their agents harmless from any damages, illness or injury caused by the horse, and from any claim by a buyer of the horse, and agrees to pay all expenses and attorney fees incurred by Wagamon Family and their agents in defending such claims.

4. BILLING

All bills are due and payable in U. S. funds prior to breeding or shipping of semen.

5. ACCEPTANCE

This contract is not effective until approved and executed by Wagamon Family.

6. NONASSIGNABILITY

Customer may not assign any rights, or delegate any duties under this contract without the prior written consent of the Wagamon Family.

7. ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEYS FEES

This contract contains the entire understanding that the parties concerning its matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of this contract. The invalidity or unenforceability of the remainder. The contract shall be construed and governed by the laws of the United States. Wagamon Family's option, jurisdiction and venue for all disputes concerned with this contract shall be proper only in Anoka County. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and cost for such suit.

DATE _____ .OWNER OF MARE _____

DATE _____ .OWNER OF STALLION _____

STUD FEES PAYABLE TO: Perry or Diane Wagamon
1360 Zodiac Street
Lino Lakes, MN 55014
651-464-7299

Wallace or Carolyn Wagamon
3843 205th Lane NW
Oak Grove, MN 55303
763-757-9334

VISA OR MASTER CARD

Card Holder

Name _____

Address _____

Phone # _____

Card Type _____

Card # _____

Expiration Date _____

Signature _____