



Lane

Breeding Contract for Life In The Fazt

This Agreement made and entered into this ____ day of _____, 20____, by and between Amazing Horse Woman, LLC, hereinafter as “AHW” and _____, hereinafter referred to as the “Customer”.

Customer agrees to purchase (number ____ breeding’s(s) to Life in the Fazt Lane for the purchase price of \$_____ per breeding for a total price of \$_____ (“stud fee”). If the breeding is donated, all other fees in this agreement remain in effect.

The breeding(s) is/are to be used by the conclusion of the 20____ breeding season unless otherwise stated in this agreement.

The breeding(s) is/are non-transferable unless transfer has been approved in writing by AHW and as such customer agrees to use any semen transported for the sole purpose of impregnating the mare(s) named in this agreement.

The availability of semen shall be determined by AHW and its agents in its sole discretion.

1. **BOOKING DEPOSIT:** A fifteen percent (15%) non-refundable deposit of the agreed stud fee is required at the time of signing of contract to reserve breeding. No semen will be collected on behalf of customer until the stud fee has been paid in full. The booking deposit fee will be applied to the stud fee.
2. **COLLECTION/HANDLING FEE:** The stud fee does not include the collection/handling fee or shipment of semen. A \$350 collection/handling fee will be charged for every collection of semen paid directly to AHW. That fee does not include any veterinarian fees or shipment fees which will be billed separately. In the event the breeding is associated with a donation, the customer will still be responsible to the \$350 collection/handling fee for each semen collection. The collection/handling fee must be paid prior to semen being shipped.
3. **EMBRYO/OOCYTE TRANSFER PERMIT:** Customer acknowledges the need for and is responsible obtaining a valid embryo/oocyte transfer permit from the Arabian Horse Association for any purebred mare prior to the time embryo is harvested. Failure to do so, while not having any effect on this breeding contract, may result in a penalty/fine from the Arabian Horse Association.
4. **BREEDING METHOD:** _____ Transported Semen.
5. **TRANSPORTED SEMEN**

- a) Transportation Fees: Customer is responsible for all transportation fees involved with transportation of semen.
- b) Federal Express will be the normal and standard courier for overnight shipments. Customer's personal federal express number can be provided for shipment or a credit card number must be supplied to cover all shipping costs.
- c) If it is necessary for counter to counter shipping via commercial airlines, AHW will use a commercial courier for transportation of the semen from vet clinic and that cost will be passed on to the customer.
- d) A 4% processing fee will be charged on all credit card transactions.

6. SEMEN REQUESTS

- a) Collection Days: Monday, Wednesday, Friday 9am – 2pm PST.
- b) Customer should notify Jill Kramer, Breeding Manager by telephone 48 hours prior to the day on which semen is necessary at (323) 228-8957.
- c) Customer should notify Jill Kramer, Breeding Manager by telephone at (323) 228-8957 as early as possible on the day semen needs to be shipped.
- d) If semen needs to arrive on a Monday, it will be necessary to ship semen counter to counter using commercial airlines. Every effort will be made to collect stallion on a Saturday but cannot guarantee that a collection can occur and customer understand and agrees to that.
- e) All semen will be shipped in a reusable Equitainer provided by either AHW, West Coast Equine or a veterinarian
- f) Customer agrees to rent the Equitainer at a fee of \$25.00 per shipment and will be liable for a quick return of the container. Customer agrees to return the container within 5 days of receiving the shipment to the destination requested. If the container is not returned, customer will be charged \$25.00 per day for a maximum of 10 days.

7. LIVE FOAL GUARANTEE In the event the mare does not conceive or fails to deliver a live foal, the customer has the right to a return breeding for the mare during the following season. "Live Foal" mean one that stands and nurses without assistance for 24 hours. Death of the foal prior to qualifications as "live foal" must be certified by a licensed veterinarian within one week of death and sent to AHW within (30) thirty days of death in order to qualify for the rebreeding rights referred to in this paragraph. The rebreeding shall be made available at no additional stud fee or rebreeding fee, but all other fees will still apply.

8. Billing All bills for AHW, vets and other related costs associated with the breeding are due and payable in full prior to semen being transported or within 15 days of signing the breeding contract.

9. PROHIBITION OF REGISTRATION If at any time, the customer's balance is unpaid for 30 (thirty) days or more, a 1.5% per month interest charge shall be applied to the unpaid balance. In addition, AHW may withhold the Sire/Owner signature from the registration application for the resulting foal, and or with the Transported/Stored Semen Service Certificate that is required for registering the foal with AHA and will notify AHA that no such signatures will be coming until the unpaid balances are paid in full.

10. LIMITATIONS OF LIABILITY AND INDEMNIFICATION All implied warranties, including fitness, merchant ability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no

event shall customer remedy exceed the amount of the fee paid for the service, which underlies the customer compliant.

11. **ACCEPTANCE** This contract is not effective until approved and signed by both parties.

12. **TERMINATION AND WAIVER** All services and programs are subject to availability and AHW reserves the right to reject any horse at its sole discretion.

13. **ENTIRE AGREEMENT: CONSTRUCTION: JURISDICTION: ATTORNEY FEES** This contract contains the entire understanding of the parties concerning its matter and may be modified only in writing except as otherwise provided. The invalidity or unenforceability of any one provision of this contract in no way affects the validity or enforceability of the remainder. This contract shall be constructed and governed by the Laws of California. The jurisdiction and venue for all disputes concerning this contract shall be proper in Ventura County, California. If a lawsuit is filed with respect to this contract the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs related to the suit.

14. **PLEASE SUPPLY THE FOLLOWING INFORMATION FOR FACILITATION OF SERVICES AND SEMEN SHIPMENT**

Mare Owner _____

Address _____

Phone () _____ Cell () _____

Email _____ Federal Express# _____

CREDIT CARD INFORMATION – Name as it appears on card

*** a 4% processing fee will be charge on all credit card charged***

Name _____

Visa/MC/Am Ex _____

Exp Date _____ CVV _____ Signature _____

Billing Address _____

SHIP SEMEN TO ATTENTION

Attention to _____

Address _____

Phone () _____

If shipping on a Saturday will it be going to a different location? _____

Address _____

Attention _____ Phone () _____

Airport to be Used for Counter to Counter _____
(fill out only if applicable)

MARE INFORMATION

Please complete all information below for each mare to be bred

Mare Registered Name _____

Breed _____ Registration # _____

Purebred _____ Half Arabian _____ Color _____ DOB _____

Sire _____ Dame _____

Accepted By: _____ Date _____
Mare Owner/Agent

Accepted By: _____ Date _____
Jill Kramer, Breeding Manager Life In The Fazt Lane