

# BREEDING CONTRACT



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 to Life inthe Fazt Lane for the purchase price of \$2500 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 it's agents in its sole discretion.

1. **BOOKING DEPOSIT:** A \$500 non-refundable deposit of the agreed stud fee is required at the time of signing of contract to reserve the 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 \$300 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 \$300 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 and may result in a penalty/fine from the Arabian Horse Association.



4. BREEDING METHOD: \_\_\_\_\_ Transported Semen

5. TRANSPORTED SEMEN:

- a. Transportation Fees; the 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. Customers personal federal express number can be provided for shipment or a credit card number must be supplied to cover all shipping costs
- c. A 4% processing fee will be charged for all credit card transactions

6. SEMEN REQUESTS

- a. Collection Days: Monday, Wednesday, Friday 9am-2pm PST
- b. Customer should notify Priscilla Potter, Breeding Manager by telephone 48 hours prior to the day on which semen is necessary at 479.253.3852
- c. All semen will be shipped in a reusable Equitainer provided by either AHW, West Coast Equine or a veterinarian
- d. Customer agrees 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 until the Equitainer is returned.

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 a 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 days of death in order to qualify for the re-breeding rights referred to in this paragraph. The re-breeding shall be made available at no additional stud fee or re-breeding 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.

9. PROHIBITION OF REGISTRATION: If at any time the customer's balance is unpaid for 30 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 warrants, 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 complaint.

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 as 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 un-enforceability 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 attorney's fees and costs related to the suit.



MARE OWNER INFORMATION

Mare Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

MARE INFORMATION

Registered Name of Mare: \_\_\_\_\_  
Breed: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Purebred: \_\_\_\_\_ Half-Arabian \_\_\_\_\_ Color \_\_\_\_\_ DOB \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

SHIP SEMEN

Attention To: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

Attention: \_\_\_\_\_ Phone: \_\_\_\_\_

CREDIT CARD INFORMATION

\* a 4% processing fee will be charged on all credit cards

Name: \_\_\_\_\_

Visa/MC/AM Ex: \_\_\_\_\_

Exp Date: \_\_\_\_\_ CVV: \_\_\_\_\_ Signature: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

*\*Mare Owner Agent*

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

*\*Priscilla Potter, Breeding Manager*

