

ASA SCANDALOUS AFFAIR

2024

STALLION SERVICE CONTRACT

This agreement is made this ____ day of _____, 2024, by and between James Blevins and Kimberly Butler --Stallion Owner; Abraham's Equine Clinic (AEC) – Stallion Manager; Strand's Arabian Stables (SAS) – Agent/Trainer; and:

Mare Owner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Alternate #: _____

Email Address: _____

Mare Name: _____

Registration #: _____ Registry: CAHR Other: _____

Name and Address of any other person having ownership in the mare: _____

This certifies that a breeding contract exists for the 2024 season, between the above-mentioned Mare and the Stallion, **ASA Scandalous Affair, AHR 667000**, for a fee of **\$2500**, which will include a live foal guarantee. A "live foal" is one that is able to stand and nurse (or be hand fed), for a period of 72 hours, provided the death is not due to accident unrelated to the foaling.

- An **Administrative Fee** of \$250 will be due at the time the contract is completed.
- A **Booking Fee** (\$500 of the total Stud Fee) is due at the time the contract is returned.
- A **Hauling Fee** of \$150 is due to Strand's Arabian Stables each time the stallion is hauled to AEC for collection. This fee must be paid before the stallion is taken for collection.

All fees, charges, and deposits due to the Stallion Owner, SAS, and AEC are NONREFUNDABLE and must be paid BEFORE the mare is covered on the farm or the stallion is hauled for collection.

This contract shall become void if not completed and returned within 30 days of contract date.

Booking Fee \$500.00 Auction Breeding: Year _____ Auction _____ \$500

Stud Fee \$2500, Admin Fee \$250.00, Rebreed Fee \$250, 1st Hauling Fee \$150.00

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2) Other fees payable to Abraham's Equine Clinic are as follows:

- A. **\$250** Collection/Insemination Fee for On-Farm Mares (paid once per breeding season, other fees will apply including, but not limited to – mare care, medications, etc.)
- B. **\$250** per Cooled Semen Pick Up (mare owner or representative will travel to AEC to pick up the collection for insemination elsewhere)
- C. **\$325** per Cooled Semen Shipment – Priority Overnight (includes collection and FedEx fee)
- D. **\$500** per Cooled Semen Shipment – Counter to Counter (same day delivery, includes collection, courier, and airline fee)

*****It is the Mare Owner's responsibility to return the shipping container to AEC within 5 days of receiving shipment.**

3) AEC will make every attempt to satisfy all breeding commitments for each breeding session. Therefore, it is important that proper notice be given to the Stallion Manager when a shipment is required. The Mare Owner or their veterinarian **must give 24 hours'** notice when semen is needed. Priority is given to mares at AEC and all other transported semen breedings with the most advanced notice. **Collection days are Monday, Wednesday, and Friday and orders must be placed by 10 am Central Time.**

4) AEC will exercise judgment consistent with recognized standards in care and supervision of the Mare and/or foal. Farrier services, if necessary, will be performed by a Farrier of AEC's choice, and billed to the Mare Owner. AEC will examine the Mare for normal breeding conditions and administer medical care as deemed necessary to the health and safety of the Mare and/or foal and may administer drugs to regulate estrus or heat to induce ovulation, and do all the things reasonable to aid in the Mare being able to conceive a foal. The Mare Owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that AEC services. Other than as provided in this agreement, AEC shall not be liable in any way for any failure to settle, injury, sickness, disease, or death of the Mare, or Mare's foal, arising from the Stallion service pursuant to this agreement. Any insurance desired on the Mare, Mare's foal, or foal in-utero is the sole responsibility of the Mare Owner.

5) Said Mare shall be in sound breeding condition, free from infectious and/or contagious diseases, and current on all vaccinations and deworming, prior to breeding. A current negative Coggins test and Health

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and Immunization records shall accompany the mare if coming to the farm for breeding. AEC reserves the right to refuse the Mare if she is not in satisfactory condition.

6) The Stallion Owner and AEC assume all responsibility only to make available live semen in viable condition at the time of delivery to the Mare Owner's farm or the designated veterinarian. AEC cannot control the shipping service once the package has left the farm. They assume no responsibility for what may occur when FedEx or an airline handles the package; delays, damage, etc. Neither the Stallion Owner nor AEC assumes liability for injury or death to the Mare nor any person associated with Mare Owner.

7) The designated veterinarian must examine the Mare for pregnancy, via ultrasound, between 15 and 18 days post ovulation. If the Mare is not pregnant, the Stallion Manager must be notified immediately to arrange for additional shipments of semen and payment of an additional shipment fee. All ultrasound examinations confirming pregnancy status must be reported to the Stallion Manager (as stated in Section 11).

8) Should the Mare fail to conceive after 3 heat cycles via artificial insemination with shipped semen from this Stallion, no subsequent shipment shall be sent within the current breeding season for that Mare. The Mare Owner shall either haul the Mare to the Stallion site for evaluation and artificial insemination on-farm, or they shall substitute an **approved** mare during the current season or the following season. All charges from a season (as stated in Sections 1 and 2) shall be paid in full before the closing of this contract for that year – failure to do so will result in ineligibility of the Mare for rebreed services the following season. If the Mare Owner has paid all necessary fees, and chooses to use the breeding the following year, the collection/shipment fees, as well as any on-farm breeding charges, are still in effect. This contract shall be honored for 1 breeding season following the original purchase of the Stallion Service Fee, provided all specifications are met. Stallion Service Fees purchased through a(n) Futurity/Auction, as well as privately purchased fees, will be subject to a **\$250 rebreed fee and \$250 administrative and handling fee**, payable to Strand's Arabian Stables. If the original Mare has been evaluated and/or a substitution of an approved Mare has taken place, and shipped semen has been utilized for at least 2 heat cycles throughout 2 consecutive breeding seasons without resulting in pregnancy, this contract shall become void.

9) If the Stallion is unable to service the Mare at any time, for any reason including death, illness, accident, or change of ownership, this contract will become void. No refunds of the stud fee will be made.

10) If the stallion is unavailable to be collected because he is at a horse show, the mare owner should cycle their mare again or, when authorized by the stallion owner, use frozen semen as an option.

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11) This contract is personal to the Mare Owner, and is not transferable. The Mare Owner may not assign any rights or delegate any duties without the written consent of the Stallion Owner. In the event the stallion owner consents to the transfer, the mare owner shall pay a transfer fee in the amount of \$500 to the stallion owner.

12) All breedings that are purchased through a source other than Strand’s Arabian Stables, such as, but not limited to, a stallion service auction, are subject to a **\$500 handling fee**. Breedings purchased through Strand’s Arabian Stables are not subject to such a fee.

13) Pregnancy status must be reported to the Stallion Manager, at Abraham’s Equine Clinic, by October 1 of the breeding year, or the Mare WILL NOT be listed on the Stallion Report. If a Stallion Report must be filed after the deadline for that breeding year, the Mare Owner is responsible for the late filing fee as well as an addition of the Mare to the report fee.

14) Any unpaid fees, including but not limited to – the stud fee, on-farm breeding charges, or shipping fees – will be charged interest at the rate of 1.5% per month, or the highest legal rate, on all balances unpaid for thirty (30) days. Breeder’s certificates will not be released until all related payments have been received.

15) In the event a dispute between the parties hereto, arising out of this contract, is submitted to a court of competent jurisdiction, to arbitration, to mediation, or to any combination thereof for resolution, the prevailing party shall be entitled to all cost of such proceedings, including attorney fees. This contract shall be construed according to the laws of Linn County, in the State of Iowa, to the exclusion of the laws of any other jurisdiction.

Read and agreed to this ____ day of _____, 2024.

_____ * _____

_____ * _____

Jody Strand – Agent
James Blevins & Kim Butler – Owner
Abraham’s Equine Clinic – Stallion Manager

Mare Owner(s)

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All fees are payable to Strand's Arabian Stables. Please return the required payment along with your signed contract, copy of the Mares' registration papers, and Auction Purchase Agreement, if applicable.

All mailings should be addressed to:

Strand's Arabian Stables
3625 Alice Rd
Toddville, Iowa 52341
info@strandsarabians.com
Jody 319-360-5997

If your breeding was purchased through a Stallion Service Auction, it is mandatory to include the contract/purchase agreement for that Auction

Shipped Semen Orders should be directed to:

Abraham's Equine Clinic-Stallion Manager
Office (319) 366-6441
Fax the included Shipped Semen Request Form to:
(319)366-6965
or
email: info@abrahamsequine.com
(Please call to confirm receipt of semen request)

Please note, the stallion WILL NOT be hauled for collection until confirmation of all paperwork and payments have been received. Please plan for your mare's breeding cycle accordingly! Thank You!

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Shipped Semen Request Form

All fees, charges, and deposits due to the Stallion Owner, SAS, and AEC must be paid BEFORE the mare is covered on the farm or the stallion is hauled for collection, and are NON-REFUNDABLE

Day and Date Requested: _____, ____/____/____ Time: _____

Method: FedEx Overnight UPS Overnight Counter to Counter

For Shipment on (Day and Date): _____, ____/____/____

Mare Name: _____ Registry: _____ Reg. No.: _____

Owner Name: _____

Owner Address: _____

Email: _____

Telephone #: _____

Ship to Contact: (If different than owner) _____

Ship to Address: _____

Telephone #: _____

Closest Airport: _____

Contact to receive tracking information: _____

Please check one option:

Call ___ #: _____ Text ___ #: _____ Email ___ Address: _____

***Abraham's Equine Clinic * 625 Dows Road SE * Cedar Rapids, Iowa 52403 *
Office 319)366-6441 * fax 319)366-6965 * info@abrahamsequine.com**

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All Fees may be paid by Cash, Check, MasterCard, Visa, Discover, or Wire Transfer
All fees, charges, and deposits due to the Stallion Owner, SAS, and AEC must be paid **BEFORE** the mare is covered on the farm or the stallion is hauled for collection, and are **NON-REFUNDABLE**

Credit Card Authorization Form

MasterCard _____ Visa _____ Discover _____
Credit Card #: _____
Expiration Date: _____ CVV Code: _____ Billing Zip Code: _____
Name (as appears on card): _____

Amount(s) to be charged to above stated card:

\$ _____ Booking Fee (\$500)	\$ _____ Shipping Fees
\$ _____ Stud Fee (\$2500)	\$ _____ Other Applicable Fees
\$ _____ Administrative Fee (\$250)	\$ _____ Total - AEC
\$ _____ Hauling Fee (\$150)	
\$ _____ Rebreed Fee (\$250)	
\$ _____ Handling Fee (\$500 – if applicable)	
\$ _____ 5% CC Handling Fee*	
\$ _____ Total - SAS	

* Credit Cards will be run with a 5% Handling Fee.

*Wire Transfer Fee of \$10.00 (or current Fee) is required, please include this with your payment.

I authorize Abraham's Equine Clinic and/or Strand's Arabian Stables to run the credit card number provided above for the amount(s) stated above.

Signature: _____ Date: _____