



## ROYAL ARABIANS, LLC

**ARIA RAKEEM**

### BREEDING AGREEMENT

This breeding agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2024\_, by and between:

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(Hereinafter “Buyer”) and Royal Arabians, LLC (hereinafter “Royal Arabians”), for the purposes of the sale of breeding rights to the purebred Arabian Stallion Aria Rakeem, **AHR\*679259** (hereinafter the “Stallion”).

This Agreement is subject to the following terms and conditions:

#### **One (1) Breeding at \$3,500 USD**

1. Buyer hereby agrees to breed the following mare (hereinafter the “Mare”) to the Stallion during the 2024/2025 breeding season:

1) \_\_\_\_\_ **AHR\*** \_\_\_\_\_  
Mare’s Name Registry & Registration Number

2. Royal Arabians agrees to provide fresh or cooled semen from the Stallion for the breeding fee of \$3,500 USD, with a live foal guarantee. The breeding fee is due as follows:

**All breedings shall be paid in five (5) business days.** If funds are not received by the said date contract shall become void.

**All stallion collections at Royal Arabians will begin March 1, 2024 through July 15, 2024.**

3. Buyer also agrees to pay the following fees prior to the shipment of any semen or breeding of the Mare:

- a. Handling Fee per Shipment - **\$ 450** (Per shipment – not refundable, includes stallion collection and semen processing: **Priority Overnight Shipping Charges and/or Air charges to be paid by mare owner in addition of handling fee**)
- b. Courier Services to Airport for Counter to Counter - **\$200/** week day - **\$250/** weekend or holiday.
- c. Airline Fee - **\$200**

Buyer understands that the Stallion is managed by ROYAL ARABIANS, LLC and agrees to pay all charges and fees associated with this Agreement to ROYAL ARABIANS. Buyer agrees to the then current shipping fees and deposits charged by ROYAL ARABIANS. The Buyer shall be responsible for all costs in returning the semen shipping container to ROYAL ARABIANS within 72 hours of Buyer receiving the shipping container. Equitainer must be returned within 4 business day from ship date, this policy will be strictly enforced, and late fees will be charged to the credit cards on file. A late arrival charge of \$25.00 shall be charged each day the shipping container is not timely returned to ROYAL ARABIANS. In the event the shipping container is damaged or not returned ROYAL ARABIANS, Buyer shall pay \$500.00.

4. Buyer shall have a qualified and licensed veterinarian examine the Mare for normal breeding conditions and determine that the Mare is in good physical and reproductive condition. All insemination shall be performed by a qualified and licensed veterinarian experienced in equine artificial insemination.

5. Buyer agrees to have a veterinarian examine the Mare for pregnancy by ultrasound within 20 days or less following the last date of insemination. Buyer agrees to notify ROYAL ARABIANS of the results of such exam. Should the Mare fail to conceive after her third breeding cycle, return breeding privileges will be granted only after an examination by a qualified and licensed veterinarian and certification by the veterinarian that the Mare is able to conceive. Should the veterinarian determine that the Mare is unable to conceive or that the Mare is unlikely to conceive, Buyer may substitute another mare upon notification to ROYAL ARABIANS. All provisions of this Agreement shall govern.

6. Buyer shall maintain the Mare in good physical condition throughout pregnancy and shall vaccinate the Mare against Rhinopneumonitis at the 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> month of pregnancy.

7. None of the fees pursuant to this Agreement shall be refundable except where specifically indicated. Buyer shall have a return breeding to the Stallion (provided the Stallion is able to service mares) the following breeding season only for either the original Mare or an approved substitute mare should a live foal not result from the mating. (“Live foal” is defined as a foal that stands and nurses without assistance for a period of at least **\_48\_** hours from the time of birth.) Should a live foal not result, such shall be evidenced by a written statement from a qualified veterinarian within one week from death of the foal, loss of pregnancy, stillborn or death of the mare prior to foaling. The veterinarian’s statement must include the following:

- a. That the Mare was properly vaccinated against Rhinopneumonitis;
- b. That in the veterinarian’s best judgment the Mare was maintained in reasonably good health and condition; and
- c. That the foal died and the date of death, that the pregnancy was lost, or that the foal was stillborn.
- d. Obtaining the veterinarian’s written statement and providing such to ROYAL ARABIANS is the sole responsibility of Buyer.

8. Buyer shall provide ROYAL ARABIANS with at least 24 hours advance notice of semen request prior to collection and shipment (which may be up to 48 hours before the semen is received by Buyer and ready for insemination). Reasonable efforts will be made to comply with semen requests with less than 24 hours’ notice to ROYAL ARABIANS. Semen shall be provided on a “first come, first served” basis.

9. In the event the Stallion is exported, dies or becomes unfit for breeding prior to Buyer's mare being checked in foal, no live foal guarantee shall apply and no refund of any booking or breeding fee shall be refunded to Buyer. However, if frozen semen from the Stallion is available, such semen may be shipped to Buyer at ROYAL ARABIAN's discretion and Buyer shall pay the then current fees relating to frozen semen.

10. Buyer agrees that ROYAL ARABIANS shall have any liability of any kind to any party for any injury, disease, accident, or death to the Mare. Buyer also agrees that ROYAL ARABIANS shall have any liability of any kind associated with any delays or failure in semen delivery

11. If the Mare is to be re-bred the following year and Buyer fails to breed her or request semen for such breeding, then any and all fees paid by Buyer shall not be refundable and Buyer shall have no further breeding rights.

12. This Agreement and the breeding rights hereunder shall be **non-transferrable** by Buyer to any other third party unless and without the express written agreement by ROYAL ARABIANS.

13. In the event of any action at law or equity between the parties or arising out of this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses thereof, including reasonable attorney's fees and court costs. The parties agree that this Agreement shall be construed both as to validity and performance and enforced in accordance with the laws of the State of Arizona and that Buyer specifically agrees to submit to the jurisdiction of the State of Arizona.

14. No waiver of any breach of any term of this Agreement will be construed as a waiver of any subsequent breach of the Agreement or any term(s) thereof.

15. This Agreement is the complete agreement and understanding of the parties and supersedes and preempts any prior understandings, agreement or representations by or between the parties, written or oral.

16. Except in the event of gross negligence or willful misconduct by ROYAL ARABIANS, its agents, servants, or employees shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the Mare or any foal at side, personal injury or any other cause of action arising out of or in any way connected to this Agreement. In no event shall any liability for all causes of actions arising under this Agreement exceed the amount of the fees paid by the Buyer to ROYAL ARABIANS.

17. If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

The parties have executed this Agreement and certify that they have read, understand and agree to be bound by the terms of this Agreement.

**BUYER:** \_\_\_\_\_

**SELLER:**  Aria Rakeem Group, LLC

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

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

**Payment Information:**

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Security Code

\_\_\_\_\_  
Name on Card

\_\_\_\_\_  
Signature

\*\*\*Effective January 1, 2020, a 4% Convenience Fee will be added by Royal Arabians LLC to payments made by Credit Card. The Convenience Fee charge does not apply if the customer submits payment by cash, check, or money order.  
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**ROYAL ARABIANS, LLC**  
9720 E Cactus Rd Scottsdale AZ 85260

**WIRE INSTRUCTIONS:**

**JP Morgan Chase**  
**2509 South Power Rd Suite 103**  
**Mesa, AZ 85209**

**SWIFT – CHASUS33**

**Routing –122100024**

**Account # - 866805286**

