



## ZAREV BREEDING CONTRACT

ZAREV 2019 Bay Stallion AHR# 679196

CA/SCID/LFS/OAAM1 CLEAR

### PARTIES

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between:

Kyrie Arabians

Lisa Gaudio & James Kazanjian

273 Clonmell Upland Road

West Grove, PA 10390

(610) 804-6449

[lisa@kyriearabians.com](mailto:lisa@kyriearabians.com)

AND

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

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

City, State, Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_

### CREDIT CARD INFORMATION

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Name	Number	Expiration Date	V-Code
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### MARE

This agreement relates to the mare described below and must be accompanied by a completed Mare Health Form and a copy of Registration Papers:

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Registered Name	Sire	Dam
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Registration Number	DOB	Color	Breed
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**1. STUD FEE:** Customer contracts to breed their mare to ZAREV (AHA #679196) during the 20\_\_\_\_ breeding season which terminates July 15 of that year.

a. The stud fee is \$2000.00.

b. Type of foal

Purebred Arabian

Half Arabian

**2. FEE SCHEDULE:** The stud fee is payable as follows:

- a. A nonrefundable \$500.00 Booking Fee is due at the signing of the agreement. The Booking Fee will be a part of the entire stud fee.
- b. 50% of the balance of the stud fee is due prior to the 1<sup>st</sup> shipment of semen.
- c. The remaining balance is due upon Mare checking in foal at 60 days.

**2. LIVE FOAL GUARANTEE:** Kyrie Arabians guarantees a return breeding the following season should a live foal (defined as a foal who stands and nurses within 24 hours of birth without assistance) not result from this breeding. Death of a foal before qualifications as a live foal must be certified in writing by a licensed veterinarian and received by Kyrie Arabians within 10 days of the foaling date. Rhinopneumonitis vaccination must be completed in the months 5, 7 and 9 of pregnancy for the live foal guarantee to apply. Written documentation from a certified veterinarian will be required in the event of an aborted or dead foal.

**3. TRANSFER:** If the mare fails to conceive as certified in writing by a licensed veterinarian after being inseminated for 3 heat cycles, Kyrie Arabians will have the option to approve the Customer's replacement mare. The breeding is non-transferable to any party other than the Customer who initiated the purchase of the original breeding.

**4. REBREED:** If the mare fails to conceive in the first year of breeding, a \$500.00 rebreed fee will be charged and payment in full shall be required before the shipment of semen the next year semen is ordered.

**5. STALLION GUARANTEE:** Should ZAREV be unavailable for fresh semen during the 2024 show season, Kyrie Arabians will supply 10 straws of frozen semen per cycle up to 3 cycles. Client will be responsible for the container fees. Should Zarev be unavailable for medical reasons including infertility, as substantiated by a licensed veterinarian or by death, the Customer shall be refunded the Stud fee in paragraph 1 except for the \$500.00 Booking Fee or the deposit and fees paid may be applied to another stallion's fees owned by Kyrie Arabians.

**6. REGISTRATION:** The Customer will be responsible to contact Kyrie Arabians for a Transported Semen Certificate or proper signature which is required for foal registration. If all fees are not paid in full, the Transported Semen Certificate or proper signatures will be withheld until customer has paid in full and is in good standing with Kyrie Arabians.

**7. ACKNOWLEDGEMENT:** This contract must be signed and returned within 15 days of the contract date along with the Booking Fee, otherwise it is void. The Customer agrees to complete and return the included insemination information forms in the returned shipping container.

**8. NONASSIGNABILITY:** Clients may not assign any rights or delegate any duties under the contract without written consent of Kyrie Arabians. This breeding is NOT transferable to another person and must be used for the breeding season specified in the contract.

**9. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNEY'S FEES:** This contract contains the entire understanding of the parties concerning this subject matter and may be modified only in writing. Headings are for convenience only and not part of the Contract. The invalidity of unenforceability of any terms or provisions shall not affect the validity remaining provisions. This contract shall be construed in accordance with the laws of the State of Pennsylvania. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Chester County Pennsylvania. If a lawsuit is filed with respect to the Contract the prevailing party shall be entitled to collect all reasonable attorney's fees and cost. Customer fully understands, authorizes, and assumes the special risks inherent in breeding horses with the use of transported semen. Customer also understands the risk of failure due to many variables and unknown causes and shall not hold Kyrie Arabians responsible for any losses suffered or unsuccessful attempts at conception.

**10. AUCTION BREEDINGS:** Breeding's that have been donated to any Auction or Futurity will not have a booking fee owed to the stallion owner upon purchase from the auction. The only fees due are collection and shipping fees and are to be paid by the auction purchaser the day of collection. If mare is unable to conceive the year the auction breeding was purchased, a \$500 rebreed fee is due for the following year the breeding is used, if the rollover is approved by the Futurity/Auction. A letter from attending Veterinarian and Auction must be submitted to Kyrie Arabians prior to first shipment of the rollover year.

**Customer has read, understands and agrees to all items and conditions of the agreement.**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

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

For Kyrie Arabians