

# JR Francois

## BREEDING AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

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

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

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

\_\_\_\_\_

Telephone(s): \_\_\_\_\_, hereinafter referred to as "Mare Owner" and Lucho Guimaraes Arabians, LLC, 26510 N Paso Trail, Scottsdale AZ 85255, hereinafter referred to as "Stallion Manager".

### WITNESSETH

Whereas, **GARY KEHL**, hereinafter referred to as "Stallion Owner", is the owner of the stallion named **JR FRANCOIS**, hereinafter referred to as the "Stallion", whereas such stallion shall have fresh/cooled semen available at Lucho Guimaraes Arabians, LLC and whereas, Mare Owner has the following ownership rights to the following said mare.

Name of Mare (as on registration papers): \_\_\_\_\_

AHR # \_\_\_\_\_ D.O.B. of Mare: \_\_\_\_\_

Owner Name (as appears on Registration Papers):

\_\_\_\_\_

THE PARTIES HERETO AGREE AS FOLLOWS:

### FEES:

The Breeding Fee for **JR FRANCOIS** is A: \_\_\_\_ One breeding at \$3,500. B: \_\_\_\_ Three breedings at \$2,500 each for a total price of \$7,500. Mare Owner contracts to breed the Mare to the Stallion during the 2023 breeding season. The Stallion will be available by fresh/cooled or frozen semen.

The Breeding Fee shall be payable as follows:

\_\_\_\_ **Option 1:** The total breeding fee of \$\_\_\_\_\_ is payable upon signing of this contract.

\_\_\_\_ **Option 2:** The breeding deposit of **\$1000.00** is payable upon signing of this contract.

The remaining \$\_\_\_\_\_ is payable prior to first shipment.

Execution of this agreement allows mare owner to inseminate one mare per contract. Insemination of more than one mare will violate the terms of this agreement and possibly result in mare owner's inability to register any offspring. Once a successful pregnancy occurs no further semen may be used to inseminate any additional mares. Any additional use will constitute a violation of this agreement. Mare owner must obtain further written permission, evidenced by a new and fully executed contract, with all additional fees paid in advance prior to using any additional semen. Stallion owner and Lucho Guimaraes Arabians make no warranties that additional breedings will be available beyond this agreement.

### The Breeding Fee includes a live foal guarantee.

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Manager) within the current or the following year only. A live foal guarantee will allow the Mare Owner one additional breeding season per breeding agreement, and each dose of semen will be subject to the \$250 handling fee.

In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Manager a rehandling fee of **\$600.00** prior to the rebreed.

Mare Owner shall notify Stallion Manager within sixty days of the last insemination of the year if the Mare did not conceive, in order, to be eligible for a rebreed the following year. Mare Owner shall also notify Stallion Manager within thirty days of the Mare's abortion, should the Mare abort.

In the event that Mare does not produce a "Live Foal", then Mare Owner shall provide Stallion Manager with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death.

In the event that Mare dies, Mare Owner shall provide Stallion Manager with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Manager with a certificate indicating that such vaccination has taken place at the time the Mare owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Owner and Stallion Manager shall have no further obligation under this section if:

1. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
2. Mare is bred by any other stallion without written consent by Stallion Manager prior to rebreed.
3. Mare is substituted with another mare without written consent by Stallion Manger.
4. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Manager as defined in this section.

All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or AVAILABILITY OF SEMEN sections hereof this agreement.

In addition, the following fees shall apply and are payable prior to shipment(s):

1. A handling fee of **\$250 per breeding dose**. This fee covers Stallion Manager's processing/handling of semen and office fees. This fee is payable to Lucho Guimaraes Arabians, LLC.
2. A refundable shipping tank deposit. This fee may vary depending on the semen storage/shipping facility. Stallion Manager will provide Mare Owner with the fees of the semen storage/shipping facility and/or contact information. Mare Owner; however, is responsible for contacting, requesting and payment of fees to Stallion Manager.
3. Shipping Fees. These fees may vary depending on the semen storage/shipping facility. Stallion Manager will provide Mare Owner with the fees of the semen storage/shipping facility and/or contact information. Mare Owner; however, is responsible for contacting, requesting semen shipment, and payment of fees to semen storage/shipping facility.

## **BREEDING**

Stallion Manager reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Manager also reserves the right to refuse to discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this Agreement.

## **SHIPPED SEMEN**

The Stallion will be available by fresh/cooled shipped semen only. Stallion Owner and Stallion Manager make no guarantee regarding the condition or quality of the semen once it has left the semen storage/shipping facility. Mare Owner will be responsible for communicating with Lucho Guimaraes Arabians, LLC regarding the request of semen shipment. Authorizations of shipments must be made 24 hours in advance. Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Manager shall provide semen on a "first come, first serve" basis and shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day.

## **INDEMITY**

Lucho Guimaraes Arabians, LLC and it s owners, principals, agents, employees, veterinarians, farriers, and Stallion Owner shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that Mare is in the custody of Lucho Guimaraes Arabians, LLC, or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare Owner, its agents or employees may receive while on the premises of Lucho Guimaraes Arabians, LLC.

Mare Owner fully understands that Lucho Guimaraes Arabians, LLC does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal are to be borne solely by Mare Owner.

Mare Owner specifically understands that Stallion Manager and Semen Storage/Shipping Facility make no guarantees, expressed or implied as to the fertilizing capacity of any semen provided.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

**NOTE: this contract is non saleable and non transferable.**

Agreement executed by Mare Owner this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Mare Owner Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Lucho Guimaraes Arabians, LLC**

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PAYMENT INFORMATION:**

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ CVV# \_\_\_\_\_

Signature: \_\_\_\_\_

Federal Express Account Number: \_\_\_\_\_