



Trussardi Breeding Agreement
2024/2025
Spotlight Stallion Auction

This Breeding Agreement is entered into this _____ day of _____ 2024 by and between:

Buyer: _____

Address: _____

Telephone: _____ Email: _____

(Hereinafter “Buyer”) and Darkside Arabians (hereinafter the “Stallion Owner”), for the purposes of the sale of fresh or frozen (circle one) semen breeding right to the purebred Arabian Stallion, Trussardi - AHR #0645486, (hereinafter the “Stallion”) subject to the following terms and conditions:

of Breedings: This agreement provides for one (1) breeding right to the Stallion during the 2024 or 2025 breeding season via fresh or frozen semen as indicated. This breeding fee insures Buyer has one breeding dose of frozen semen or needed shipments of fresh semen to impregnate one mare. Additional frozen semen doses may be purchased for a fee of \$300.00 per breeding dose in pursuit of breeding the mare named herein. A frozen semen breeding dose is defined as a single insemination dose containing a minimum of 1,000,000 million sperm cells and which has a post-thaw motility of greater than 45%. Frozen semen is available only for the mare named herein. Once the mare is confirmed in foal, no additional doses are due buyer.

Breeding Season: Breeding season begins March 1st and ends on July 31st of each year. Extensions can be granted for frozen semen only. Buyer must provide Stallion Owner with 48-hours notice for fresh or frozen semen. Stallion owner will make every effort to provide semen to mare owner whenever possible; however, Stallion Owner can not guarantee that semen can be shipped without 48-hours advance notice.

Breeding Fee: Stallion breeding fee is equal to the cost of the Scottsdale Signature Stallion winning auction fee and fee must be paid in full for this Agreement to be binding.

Live Foal Guarantee: This breeding agreement comes with a live foal guarantee. A Live Foal is defined as one being able to stand and nurse for 48-hours. In the event a live foal is not produced from the breeding, Buyer may re-breed their mare that same year or the following year (2025) for a re-breed fee of \$500.00. Buyer will need to provide a statement from their equine vet as to when the mare lost the foal.

Buyer shall use their breeding for the following mare:

Mare #1: _____

AHR# _____

1. The Buyer accepts the following additional fees and terms outlined below and incorporated as part of this Agreement:
 - a. Fresh or cooled semen fee for transport, collection and disposable container: \$340.00
 - b. Frozen semen packaging, dry shipping container and shipping fee - \$415.00 per shipment of frozen semen (includes 7-8 frozen staws)
 - c. Fed-Ex overnight shipping fees billed directly by semen storage facility: Actual cost
 - d. Courier Services to Airport (Counter to Counter Service if needed/requested) - \$100.00
 - e. Airline Fee (if needed/requested) - \$150.00

2. 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 fresh or frozen equine artificial insemination.

3. Buyer agrees to have a veterinarian examine the Mare for pregnancy by ultrasound within 21 days or less following the last date of insemination. Buyer agrees to notify Stallion Owner 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 Stallion Owner.

4. Buyer agrees that Stallion Owner shall not have liability of any kind to any party for any injury, disease, accident, or death to the Mare resulting from this breeding. Buyer also agrees that Stallion Owner shall not have any liability of any kind associated with delays or failure in semen delivery by veterinarian or shipping company.

5. This Agreement and the breeding rights hereunder shall be nontransferable by Buyer to any other third party. No exceptions permitted. This breeding is valid through the breeding year stated on the Agreement only and shall not be extended unless agreed upon in writing by Stallion Owner.

6. 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 North Carolina and that Buyer specifically agrees to submit to the jurisdiction of the State of North Carolina, Transylvania County.

7. 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.

8. 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.

9. 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: _____

Stallion Owner: Carey Carpineta

Signature

Date

Signature

Date

Use of Credit Card - *Darkside Arabians charges a 4.0% convenience fee in addition to the stallion breeding fee. Buyer is able to utilize bank wire transfer, Zelle, PayPal or Venmo to avoid the fee.*

I will use Venmo for payment: _____

I will use Zelle for payment: _____

Credit Card Number

Expiration Date

Security Code

Name on Card

_____ Zip Code _____

Signature

Note: *Return a signed copy of this agreement to darksidearabians@gmail.com. The agreement will be countersigned and returned fully executed within 48 hours.*