



BREEDING SERVICES AGREEMENT for COOLED & FROZEN SEMEN
Semen will be shipped subject to the following conditions

Client hereby contracts for a breeding to DA Bijan, AHA Reg. #664513, (DA Don Amour x RA Lohe Lani), at a Service Fee of \$1,500 for Half-Arabian and \$2,500 for Purebred:

Mare's Name _____, Reg # _____

Age _____, Color _____

Owner _____, Phone # _____

Address _____, Fax # _____

Transported Semen recipients need not fill in this area.

Mortality Insurance Carrier _____

Ins. Co. Phone # _____, Ins Amt. _____

Expiration Date _____

Client contracts for breeding by transported semen pursuant to this agreement, with the following provisions:

DBPH will ship semen Monday, Wednesday, & Friday; **notice must be received at least 24 hours in advance of requested shipping date**. The breeding fee must be paid in full prior to shipment of semen. Lab collection fee is \$450 per shipment. A minimum of two inseminations will be included with each shipment. The collection fee must be paid in advance.

DBPH will ship to certified equine breeding professionals only. An approved container, such as an Equitainer may be provided by the client or veterinarian. DBPH will require a valid credit card number to be on file if a DBPH Equitainer is used. Client agrees to return the Equitainer within three days of receiving it, by Priority Overnight Delivery. A late charge of \$25 per day will be assessed for each day that return shipment is delayed. **IF ANY PART OF THE EQUITAINER IS MISSING** (isothermalizer, coolant cans, ballast bag), or the Equitainer is not returned within two weeks of a semen shipment, a charge of \$425 will be placed on the credit card.

DBPH reserves the right to require certified or cashier's checks, money order or wire transfer to assure prepayment of stallion service fee and semen collection fee prior to shipment.

DBPH may require a veterinary statement of reproductive soundness and any documentation they deem necessary, positive identification of the mare, and prompt completion of any paperwork required by the various registries.

LIVE FOAL GUARANTEE: The stallion owner guarantees a return breeding the following season for the mare or an approved substitute should a live foal (defined as one which stands and nurses without assistance) not result from this breeding. Death of the foal before Qualification as a Live Foal must be certified in writing by a veterinarian and such notice received by

DBPH within ten (10) days of foaling date. A Rhinopneumonitis vaccination series of the mare must be completed at the appropriate time in order for the Live Foal Guarantee to apply. Written documentation from the veterinarian may be required in the event of a death or aborted foal.

Should the stallion become unavailable for breeding due to medical reasons including illness, infertility or death, the Client shall receive a refund of service fee. In the event of death, illness or infertility of the mare, an approved mare may be substituted at no additional charge. In the event that the mare or substitute mare does not settle in two seasons, the Live Foal Guarantee shall be valid ONLY if the mare is transported to the location at which DA Bijan is standing, and boarded there while being bred.

Client agrees that DBPH may, at their digression, show or promote DA Bijan during their breeding season. Client agrees to pay any reasonable and ordinary handling fee for breeding services provided from DA Bijan by any farm or training facility where DA Bijan stands at stud during his training and promotion.

RELEASE OF LIABILITY: Client fully understands, authorizes and assumes the special risks inherent in breeding, maintaining and transporting horses, and acknowledges the mortality and other insurance is solely Client's responsibility. All implied warranties including fitness and merchantability or otherwise, and all special incidental and consequential damages are hereby excluded to the full extent permitted by law. Client agrees to indemnify and hold harmless DBPH and their agents for any sickness, disease, stray, theft, death or injury that may be suffered by the horse, and for any other loss, damage or injury arising out of or connected with the breeding, boarding or other services pursuant to this agreement. DBPH shall not be liable for any personal injury or disability which the Client, his agents or family receive while on the premises at which DA Bijan is located. Upon commencement of loading the horse for shipment, Client assumes all responsibility and releases DBPH and their agents from any liability for the horse's well-being and care.

Should one party breach this agreement, that party shall be responsible for all expenses and attorney fees related to such breach. This agreement is not effective until approved and executed by DBPH, who reserves the right to reject any mare at their sole digression. This Agreement is governed by and shall be construed under the laws of the State of Georgia, and venue shall be in Laurens County. It shall in all respects bind and insure to the heirs, executors, administrators, successors and assigns of the parties. This Agreement is made, entered into and is to be performed in Georgia on the date below.

