

**East Manor Arabians**  
298 Dusenberry Hill Road  
East Nassau, NY 12062

Phone and Fax: 518.766.2182 | Cell: 518.729.6191 | email: rjwjkw@taconic.net

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**STALLION BREEDING SERVICE CONTRACT**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 201\_\_ , (hereinafter referred to as (“CONTRACT DATE”), by and between (Name) \_\_\_\_\_, (Address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip Code) \_\_\_\_\_, (hereinafter referred to as "CLIENT"), and East Manor Arabians, 298 Dusenberry Hill Road, East Nassau, NY, 12062, (hereinafter referred to as "EMA").

WHEREAS, CLIENT desires to impregnate a mare(s) as outlined in attached EXHIBIT A (“Mare Schedule”), and;

WHEREAS, EMA is the owner of an Arabian Stallion, **AREZZO NL, Registration #605215**, and is engaged in the business of providing breeding’s to said stallion for the reproduction of desirable breed traits in said stallions progeny; and,

WHEREAS, EMA has developed appropriate protocols for the collection and transportation of semen for reproductive services; and,

WHEREAS, EMA and CLIENT believe it is in their mutual interest and therefore desire to enter into an agreement whereby CLIENT would utilize EMA’s services under the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises made, the terms and conditions hereunder described and other valuable consideration, the parties agree as follows:

- 1) **STUD FEE.** CLIENT agrees to purchase (number) \_\_\_\_ breeding(s) to the stallion noted above, for the purchase price of \_\_\_\_\_(per breeding for Purebred Arabian Mares) and/or \_\_\_\_\_(per breeding for all others), for a total sale price of \$\_\_\_\_\_.
  - a) The breeding(s) is/are to be used by the conclusion of the (year) \_\_\_\_ breeding season unless other arrangements are agreed upon and made in writing by and between EMA and CLIENT.

- b) The breeding(s) is/are non-transferable unless transfer is expressly approved in writing by EMA, and as such CLIENT agrees to use any and all semen transported to CLIENT or CLIENT'S agent for the sole purpose of impregnating the mare(s) named in EXHIBIT A ("Mare Schedule") attached hereto and made part of this agreement.
  - c) The breeding fee is payable as follows:
    - i) A nonrefundable breeding deposit of \$250.00 will be paid within 60 days of CONTRACT DATE.
    - ii) The balance of \$\_\_\_\_\_ will be paid on or before the time of first semen shipment.
- 2) **COLLECTION FEES, OTHER FEES AND DEPOSITS.** CLIENT agrees that in addition to the breeding fee, CLIENT will be responsible for the cost of the semen shipping process, including collection fees, equitainer liability and ground and/or air fees. These fees are as follows:
- a) **COLLECTION FEES.** A collection fee of **\$350.00** will be charged for each semen collection and must be paid prior to each collection.
  - b) **EQUITAINER FEES.**
    - i) **SHIPPING CHARGES.** CLIENT is responsible for the shipping charges associated with the delivery of equitainer from EMA, or its designated agents and representatives to CLIENT, and the return of equitainer from CLIENT to EMA, or its designated agents and representatives.
    - ii) **EQUITAINER LIABILITY.** CLIENT agrees that EMA's equitainer is to be returned within 7 working days from CLIENT'S receipt of said equitainer and that failure to return said equitainer in the prescribed period of time will result in a \$10.00 per day late fee. If the container is not returned to EMA within a three (3) week period, CLIENT will be charged \$500.00 to cover replacement costs of the equitainer.
    - iii) **TRANSPORTATION FEES.** All overnight shipping fees for the shipment of equitainers will be paid by the CLIENT directly to Federal Express, the shipping company used by EMA. As shipping charges are unpredictable, we request that the CLIENT provide EMA with credit card account number or Federal Express account number for this purpose. If it is necessary to ship semen counter to counter via the commercial airline available to us at our local airport, the CLIENT will be charged an airport courier fee of \$100.00 per shipment IN ADDITION to the commercial airline's cargo fee.

A credit card is required to guarantee the return of the equitainer and to guarantee payment of collection fees and shipping fees should they become delinquent. CLIENT expressly

authorizes EMA to charge CLIENT credit card the details of which are included in EXHIBIT B, (“CLIENT credit card and Federal Express Account Information”)

\_\_\_\_\_ (Client Initials)

### 3) PROCEDURES AND CONDITIONS FOR TRANSPORTED SEMEN

#### a) PROCEDURES 30 – 60 DAYS PRIOR TO SEMEN SHIPMENT

- i) **MARE HEALTH FORM.** CLIENT agrees to provide EMA with a fully completed Mare Health Form with is attached hereto as EXHIBIT C, (“Mare Health Form”), signed by a licensed veterinarian, certifying that the mare is in good physical and sound breeding condition and free from infectious disease, inoculated with required vaccinations and dewormed at least every 90 days. A negative uterine culture shall be performed and results documented on said Mare Health Form. This is a **CONDITION OF SERVICE** and must be received by EMA prior to semen shipment. A biopsy may be required by EMA if mare does not conceive in three (3) cycles. Maiden mares not previously bred, and foal heat mares are exempt from a uterine culture and/or uterine biopsy.
- ii) **REGISTRATION DOCUMENT AND LEASE AGREEMENT.** CLIENT agrees to provide EMA with a copy of the mare(s) registration papers and in the event said mare(s) is/are not owned by CLIENT a copy of lease agreement(s) for said mare(s).

#### b) PROCEDURES AFTER SEMEN SHIPMENT

- i) **SEMEN DELIVERY CERTIFICATE.** This Certificate, a representative copy of which is attached as EXHIBIT D (“Semen Delivery Certificate”), is enclosed with each semen shipment and **MUST** be completely filled out by the attending veterinarian and **IMMEDIATELY** returned to EMA.
- ii) **BREEDING RECORD.** This document, attached hereto as EXHIBIT E (“Breeding Record”), provides a time line record of each insemination and pregnancy check performed by the attending veterinarian and must be returned within ten (10) days following the 50 – 55 day examination. Failure to comply with the appropriate completion and submission of this document in the prescribed time period will render all guarantees of Section 3),b),v. (“Live Foal Guarantee”), noted below null and void.
- iii) **SUCCESSFUL PREGNANCY.** It is understood by both CLIENT and EMA that final responsibility of successful pregnancy using transported semen, lies with CLIENT and his/her veterinarian. However, in the spirit of achieving a successful pregnancy, EMA will offer all of its combined expertise along with the following options. If, after breeding through three (3) heat cycles, the mare fails to conceive, CLIENT shall have the reproductive status of the mare reevaluated and consult with EMA and jointly decide to either:

- (1) Continue breeding;
- (2) Select a substitute mare and continue breeding;
- (3) If, after a continuous breeding attempt of at least three (3) cycles, a successful pregnancy has not been achieved prior to the end of the breeding season, (October 1<sup>st</sup>), of that year, CLIENT may elect one time, to carry the breeding over to the following breeding year without additional charge. Additional carry over to successive breeding seasons will result in an additional administrative handling fee of **\$250.00** per breeding season.

iv) **DISCONTINUING BREEDING.**

- (1) If CLIENT elects to discontinue breeding before the third cycle and does not continue breeding within that same breeding season, an additional administrative handling fee of **\$250.00** shall apply if CLIENT wishes to carry the breeding to another year.
- (2) If CLIENT discontinues breeding altogether and does NOT exercise any of the above options, all fees and deposits previously paid will be forfeited by CLIENT to EMA. There will be no cash refunds and all re-breeding rights will be forfeited.

v) **LIVE FOAL GUARANTEE.** The semen MUST be administered by a licensed veterinarian on the same day of delivery to qualify for a live foal guarantee. Should the mare abort or the foal fail to stand and nurse, it is the responsibility of CLIENT to inform EMA in writing, certified by a veterinarian, within ten days of the event. In either case EMA agree to re-breed the mare as soon as she is fit. An administrative handling fee of **\$250.00** will be charged for said re-breeding, and all other charges referenced in Section 2) COLLECTION FEES, OTHER FEES AND DEPOSITS will also apply.

vi) **MARE HEALTH CARE.** CLIENT agrees to keep breed mare in good physical condition throughout her pregnancy, vaccinate for Rhino pneumonitis at 5, 7 and 9 months of pregnancy and de-worm regularly. If these normal health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited.

vii) **FORFEITURE.** Any deviation from these procedures could result in forfeiture of all breeding fees paid, and the right to a signed Stallion Service Certificate for CLIENT'S foal. Furthermore, any attempt to obtain a pregnancy with the transported semen in any mare other than the mare described in this contract will result in the same forfeiture.

#### 4) **GENERAL CONDITONS OF BREEDING SERVICE CONTRACT**

- a) CLIENT understands and accepts the terms of this Agreement.
- b) CLIENT understands that certain fees must be paid BEFORE semen will be transported, as outlined in this Agreement.
- c) CLIENT understands that the mare must be examined by a veterinarian using ultra-sound scan at 16-20 days post-breeding. At this time, if mare is in foal, CLIENT must alert EMA of the situation and schedule a second ultra-sound scan for 32-35 days post-breeding and a palpation between 50-55 days post-breeding to confirm pregnancy.

- i) CLIENT agrees to notify EMA immediately if the mare is not pregnant so as to provide EMA with maximal notice of additional semen requirements.

\_\_\_\_\_ (Client Initials)

- d) CLIENT understands that the mare's Breeding Record must be signed and returned to EMA within 10 days following the 50-55 day palpation or the Live Foal Guarantee is null and void.

e) CLIENT UNDERSTANDS IT IS ESSENTIAL TO CALL EMA WHEN THERE MARE COMES INTO HEAT

- f) CLIENT must contact EMA for a Transported Semen Certificate, which is needed to register each CLIENT foal.

g) Collection days are Monday , Wednesday and Friday ONLY

h.) EMA MUST BE CONTACTED NO LATER THAN 9 PM THE NIGHT PRIOR TO COLLECTION OF HERE SAID STALLION VIA FED EX. If airline shipment is requested EMA should be informed at this particular time. Semen availability is first come first serve. EMA MAY REFUSE SHIPMENT OF SEMEN AT ANY POINT.

5) DEATH OF STALLION / DEATH OF MARE

- a) **DEATH, SALE OR INCAPACITY.** In the event of the death, sale, sale or incapacity of the stallion prior to CLIENT'S mare(s) being checked in foal EMA will refund the Breeding Fee noted in Section 1) of this Agreement.
- b) **DEATH OF MARE.** In the event of the death or incapacity of the mare(s) named in this contract, CLIENT would be limited to the following options:
  - i) **Replace the Mare.** CLIENT will have the option to substitute another mare and continue breeding for the then current breeding season, or postpone the breeding until the next breeding season. An administrative handling fee of **\$250.00** will be applicable to the postponement of this breeding to the next breeding season.
  - ii) **Sell the Breeding.** CLIENT will have the option to sell this breeding to another party with EMA's prior written approval. CLIENT is not allowed to advertise this breeding, but may contact various Arabian groups to make the sale of this breeding known. An administrative handling fee of **\$250.00** will be applicable to the transfer of this breeding

to a new party.

- 2) **LIMITATIONS OF LIABILITY AND INDEMNIFICATION.** ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to full extent permitted by law. CLIENT fully understands, authorizes and assumes the special risks inherent in breeding Arabian Horses with the use of transported semen. Client also understands the risk of failure due to many variables and unknown causes and shall hold EMA and stallion owner harmless from any losses suffered due to any unsuccessful attempt at conception.
- 3) **ASSIGNMENT AND TRANSFER.** This Stallion Service Contract for breeding by transported semen may not be assigned or transferred to another person, or to another mare, without the written consent of EMA Arabians.
- 4) **PAYMENT AGREEMENT.** CLIENT agrees to pay all fees specified in this Stallion Service Contract for Transported Semen and CLIENT must provide EMA with credit card information to guarantee their financial obligations with EMA. Payments in excess of ten (10) days late will be subject to a **\$10.00** daily late charge. If CLIENT does not pay a statement in full within 30 days from the date of said statement, it is understood by and between the parties hereto that EMA necessarily suffers damage as a result of such nonpayment as EMA must pay operating costs such as; employee costs, professional fees, supplies, etc., regardless of CLIENT making payment. It is therefore agreed that EMA shall each month charge, and CLIENT shall be obligated to pay, the amount of **\$10.00** per day on any unpaid balance outstanding on a statement for more than 30 days as liquidated damages, and not as a penalty or Interest on the unpaid balance. The foregoing shall not be considered an extension of credit or an agreement for the forbearance of any amounts due to EMA. CLIENT's whose payments are in excess of 30 days past-due shall also be in breach of contract, and EMA reserves the right to charge Client's credit/debit card without notice for any outstanding amounts in order to bring the account current. Upon a breach of contract by CLIENT, EMA shall cease all further services, and retain all funds received to date as liquidated damages. Said damages can include costs of collection, bookkeeping, lost interest, and other such damages.
- 5) **BREACH OF CONTRACT.** Should one party breach this contract, the breaching party shall be responsible for all attorneys' fees and their expenses related to such breach.
- 6) **LIEN.** Client grants to EMA a lien upon and security interest in any foal produced by a breeding to an EMA stallion to secure all obligations and amounts due under this or any contract with EMA or its affiliates. EMA may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it is believed that the foal is kept, or in which CLIENT resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If at any time, CLIENT's balance is unpaid for thirty (30) days or more, or CLIENT is otherwise in default of this or any other contract with EMA or any of its affiliates, EMA may withhold the Transported Semen Stallion Service Certificate that is required for registering the foal.
- 7) **ACCEPTANCE.** This Stallion Service Contract is not effective until approved and executed by EMA. EMA reserves the right to reject any mare at its sole discretion. A copy of this fully

executed agreement is available to CLIENT upon request.

- 8) **VENUE.** The terms of this Contract and disputes developing thereunder shall be enforced and construed in accordance with the laws of the State of New York, County of Rensselaer. Venue shall be in the County of Rensselaer, and the undersigned hereby submits themselves to the jurisdiction of the courts in that area. This Contract shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. This contract is made, entered into and is effective on the date shown above.

**CLIENT**

**EAST MANOR ARABIANS**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

**Joelle K. Wright**

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

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

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

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

*ADDITIONAL CLIENT INFORMATION:*

Client's Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Client's Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_ Zip: \_\_\_\_\_

## East Manor Arabians

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### STALLION BREEDING SERVICE CONTRACT

#### EXHIBIT A

#### Mare Schedule

Mare owner/lessee: \_\_\_\_\_

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

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

Cell: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Ship semen to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone for receiving individual: \_\_\_\_\_

**Please list each mare's registered name**



# East Manor Arabians

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## STALLION BREEDING SERVICE CONTRACT

### EXHIBIT B

### Client Credit Card and Federal Express Account Information

#	Mare Name	Breed	Registration #
1			
2			
3			
4			
5			

CLIENT Credit Card #: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Visa \_\_\_\_\_ Master Card

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

Credit card billing address if different than that noted in the "Stallion Breeding Service Contract"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## East Manor Arabians

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### STALLION BREEDING SERVICE CONTRACT

#### EXHIBIT C

#### Mare Health Form

Mare owner/lessee: \_\_\_\_\_

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

Registration #: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ D.O.B. \_\_\_\_\_

For foaling mare: Due date \_\_\_\_\_ Foaled date \_\_\_\_\_

Is this a "maiden mare"? Y  N  Does mare cycle regularly? Y  N

Date last bred \_\_\_\_\_ Date last foaled \_\_\_\_\_

Has the mare ever aborted? Y  N

Has the mare absorbed a pregnancy early? Y  N

Has the mare received a positive uterine culture? Y  N  Uterine growth? Y  N

If YES please document issue and treatment:

\_\_\_\_\_  
\_\_\_\_\_

Uterine Culture Date \_\_\_\_\_ Result \_\_\_\_\_ (not necessary for maiden or foal heat mares)

Uterine Biopsy Date \_\_\_\_\_ Grade \_\_\_\_\_  
**(Mandatory for fourth cycle or for mares with a history of difficulty conceiving or maintaining pregnancy)**

\_\_\_\_\_  
Veterinarian's Name \_\_\_\_\_ Veterinarian's Telephone \_\_\_\_\_

\_\_\_\_\_  
Veterinarian's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
Veterinarian's Signature \_\_\_\_\_ Owner's Signature \_\_\_\_\_

**Please return completed form with a copy of mare registration papers to:  
East Manor Arabians | 298 Dusenberry Hill Rd. | East Nassau | NY | 12062**

## **East Manor Arabians**

### **STALLION BREEDING SERVICE CONTRACT**

#### **EXHIBIT D**

#### **Semen Delivery Certificate**

(Note: This form will be included in each shipment of cooled semen shipped)

<b>Stallion:</b>	<b>AREZZO NL</b>				
<b>Mare Name:</b>					
<b>Mare Registration Number:</b>					
<b>Owner's Name:</b>					
<b>Equitainer Number</b>		<b>Collection Date</b>		<b>Collection Time</b>	
<b>Billion progressively motile sperm per packet</b>					
<b>Concentration per milliliter</b>					
<b>Progressive motility at time of collection</b>					
<b>Number of inseminations per packet</b>					
<b>Cycle Number</b>					
<b>Shipment Number</b>					

### Veterinarian Attestation

I acknowledge receipt and utilization of semen identified in the table above from said Stallion for insemination of the mare noted above and only for said mare. I have reviewed registration documents for said mare and have confirmed that the mare presented for insemination matches the physical description of said mare as documented on the reviewed registration documents.

<b>First insemination</b>	Date		Time	
<b>Second insemination (if 2 doses are sent)</b>	Date		Time	

\_\_\_\_\_  
Veterinarian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

## East Manor Arabians

### STALLION BREEDING SERVICE CONTRACT

#### EXHIBIT E

#### Breeding Record

<b>Stallion:</b>	<b>AREZZO NL</b>
<b>Mare Name:</b>	
<b>Mare Registration Number:</b>	
<b>Owner's Name:</b>	

<b>Insemination Dates</b>		
1)	3)	5)
2)	4)	6)

I have examined the above named mare on the following dates and found her to be:

<b>Examination Date</b>	<b>In Foal (Y) or (N)</b>	<b>Veterinarian Name</b>
1)		
2)		
3)		
4)		
5)		
6)		

I, a duly licensed Veterinarian in the State of \_\_\_\_\_, do hereby attest to the following: I have artificially inseminated the mare noted above on the aforementioned dates with semen from the stallion AREZZO NL as designated on the equitainer and said inseminations were carried out in accordance with standard veterinary practices.

\_\_\_\_\_  
Veterinarian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Veterinarian's Name