



## PA Markers Mark Breeding Contract

### **PARTIES**

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

Ryan Family Arabians, LLC on behalf of Michael Ryan

7266 Albemarle Dr, Denver, NC 28037

RyanMike1818@Gmail.com

### **AND**

CustomerName: \_\_\_\_\_

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

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

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

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

## MARE

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

Registered Name	Sire	Dam	
Registration Number	DOB	Color	Breed

1. **STUD FEE:** Customer contracts to breed their mare to PA Markers Mark (AHA#) during the 20\_\_\_\_ breeding season.
  - a. The stud fee is \$2,000.00 per embryo or pregnancy.
  - b. Type of foal

Purebred Arabian  Half Arabian
2. **FEE SCHEDULE:** The stud fee is due in full prior to Frozen semen being shipped and is non-refundable. Payment can be made by check money order, or other mutually agreed upon payment method to Ryan Family Arabians, LLC. If Customer Desires frozen semen to be shipped to a new location, Customer will be responsible for all associated shipping fees.
3. **LIVE FOAL GAURANTEE:** Ryan Family Arabians, LLC does guarantee a return breeding should a live foal (defined as a foal who stands and nurses within 24 hours of birth without assistance) not result from this breeding.
4. **TRANSFER:** This breeding is nontransferable and/ or cannot be sold.
5. **EMBRYO'S:** Embryos do not need to be implanted within a certain amount of time and can be frozen for implantation later. Ryan Family Arabians, LLC must be notified when a frozen embryo has been thawed and implanted. A transported semen certificate will NOT be provided for any additional embryos unless they have been paid for in full any embryos that are thawed and implanted later will be ordered to pay the full stud fee amount at heartbeat check (30 days gestation.) All semen shipped or stored pursuant to this agreement always remains the property of Mike Ryan.

6. **SEmen TYPE:** This contract is for ICSI only. Frozen semen is available at various locations in the USA upon advance to Ryan Family Arabians, LLC. Please contact Ryan Family Arabians, LLC for locations.
7. **REGISTRATION:** The customer will be responsible to contact Ryan Family Arabians, LLC 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 Ryan Family Arabians, LLC
8. **ACKNOWLEDGEMENT:** This contract must be signed and returned within 7 days of the contract date, otherwise it is void. The Customer agrees to complete and return the included insemination information forms in the returned shipping container.
9. **NON-ASSIGNABILITY:** Clients may not assign any rights or delegate any duties under the contract without written consent of Ryan Family Arabians, LLC. This breeding is NOT transferable to another person and must be used for the breeding season specified in the contract.

#### **10. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNE'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 term or provisions shall not affect the validity of the remaining provisions. This contract shall be construed in accordance with the law of the state of North Carolina. Jurisdiction and venue for all disputes connected with this contract shall be broker only in Lincoln county, North Carolina. 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 Ryan Family Arabians, LLC responsible for any losses suffered or unsuccessful attempts at conception.

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

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

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

**For: Ryan Family Arabians, LLC**