

ONYX A
Cooled Semen Breeding Contract

This Agreement, made and entered into this _____ day of _____, 20____, by and between:

Name: _____

Farm Name: _____

Address: _____

Telephone: _____ Cell: _____

Email: _____

hereinafter referred to as "Mare Owner" and **Avonlea Arabians**, 5939 Pleasants Valley Road, Vacaville, California 95688, (707) 446-9337, info@avonleearabians.com, hereinafter referred to as "Stallion Owner".

Stallion Owner is the owner of the stallion named **Onyx A**, AHR #627361, hereinafter referred to as the "Stallion", and whereas, Mare Owner has ownership rights to the following said mare, hereinafter referred to as the "Mare":

Registered Name of Mare: _____

Registration No.: _____ DOB of Mare: _____

Registered Owner Name: _____

THE PARTIES HERETO AGREE AS FOLLOWS:

I. FEES

Mare Owner agrees to pay the following fees:

Breeding Fee \$_____ Grants Mare Owner one season's booking during Mare's Breeding Period for Stallion's servicing of Mare, and hereby guarantee a live foal pursuant to the LIVE FOAL GUARANTEE section of this agreement.

Booking Fee \$_____ Applied to Breeding Fee and due at time of signing of his agreement. Balance of Breeding Fee is to be paid prior to first shipment. Breedings purchased by Mare Owner from Third Parties including, but not limited to breedings donated to Auctions (Scottsdale Signature Stallion, Region 12 Spotlight Stallion, Arabian Western Pleasure Association, etc.), are responsible for the Booking Fee which must be paid by Mare Owner to Stallion Owner prior to first shipment.

Re-Booking Fee \$_____ In the event that Mare does not conceive during or Mare Owner does not use breeding during current Breeding Season, or if Mare Owner exercises the right to return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, or for any other reason, the Mare Owner shall pay Stallion Owner a rebooking fee prior to rebreeding.

All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or DEATH, EXPORTATION, OR INACAPACITY OF STALLION sections of this agreement.

The breeding fee does not include any fees due to JT Keller Performance Horses and/or Select Breeders Southwest, Inc. including, but not limited to, handling fees, cooled semen collecting, processing and distribution fees, container deposit, rush processing fees, etc.

II. TRANSPORTED SEMEN

Stallion Owner shall provide semen from Stallion identified in this Agreement and makes no other guarantee of the condition of the semen once the equitainer has left Select Breeders/JT Keller Performance Horses.

Select Breeders shall collect and transport semen on Monday-Wednesday-Friday unless otherwise arranged. Select Breeders will ship semen on Fridays only if Saturday delivery is available in your area (additional fees will apply). Stallion Owner reserves the right to not collect or transport semen on weekends or holidays.

Mare Owner shall request collection and transported semen 24 hours prior to shipment by contacting JT Keller at (715) 928-2813. (Please refer to Mare Owner packet from JT Keller Performance Horses for *Request Form* and current *Fee Schedule*.) Stallion Owner does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Owner shall provide semen on a “first come, first serve” basis and shall not guaranteed semen to Mare Owner if the Stallion is overbooked on that particular day.

III. BREEDING

Stallion Owner 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 Owner also reserves the right to refuse or 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 discontinuation, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this Agreement.

Stallion Owner reserves the right to remove the Stallion from the premise of Colonial Wood Training Center for a period of time necessary to show and/or promote the Stallion. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare Owner’s responsibility to check on availability of Stallion for breeding during these times.

IV. LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die or not produce a “Live Foal”, then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Owner) within the current and following year only. A “Live Foal” is defined as a foal that stands and nurses without assistance for a period of at least 48 hours from the time of birth.

Mare Owner shall notify Stallion Owner within 60 days of the last insemination of the year if the Mare did not conceive in order to be eligible for the rebreed the following year.

In the event that Mare aborts, Mare Owner shall notify Stallion Owner within 30 days of the Mare’s abortion.

In the event that Mare does not produce a Live Foal, then Mare Owner shall provide Stallion Owner with a veterinarian’s certificate stating the time and date of birth, time and date of death, and cause of death within 7 calendar days of such death.

In the event that Mare dies, Mare Owner shall provide Stallion Owner with a veterinarian’s certificate of death within 30 days of Mare’s 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 Mare’s pregnancy. Mare Owner shall provide Stallion Owner with a veterinarian certificate indicating that such vaccination has taken place at the time the Mare Owner requests to rebreed pursuant to this section.

LIVE FOAL GUARENTEE to Stallion shall lapse and the Stallion Owner shall have no further obligations under this section if:

1. Mare Owner fails to provide Rhinopneumonitis s vaccination certificate.
2. Mare is bred by any other stallion without written consent by Stallion Owner to prior to rebreed.

3. Mare is substituted with another mare without written consent by Stallion Owner.
4. Mare fails to conceive, aborts or dies and Mare Owner fails to notify Stallion Owner as defined in this section.

In the event that Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARENTEE section hereof, the Mare Owner shall pay the Stallion Owner a \$300 re-booking fee as outlined in FEEs section of this agreement.

V. DEATH, EXPORTATION, OR INCAPACITY OF STALLION

Should Stallion die, or become incapacitated before Mare is first serviced pursuant to this Agreement, this agreement shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by Mare Owner. Should the Stallion die, or become incapacitated after servicing of Mare and Mare does not produce a Live Foal pursuant to this Agreement, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees.

Should Stallion be exported prior to contractually agreed upon breeding season and Mare does not produce a Live Foal, then Stallion Owner shall return the breeding fee paid by the Mare Owner and his Agreement shall be nullified. Should the Stallion be exported after the contractually agreed upon breeding season and the Mare does not produce a Live Foal, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees.

VI. EXPIRATION

Mare Owner’s breeding rights to Stallion expire after 5 breeding seasons on 30 day of September, 20____, even if Mare does not conceive or Mare Owner does not use breeding, or if Mare Owner exercises the right to return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, or for any other reason. All fees paid to Stallion Owner by Mare Owner will not be refunded for any reason if Mare Owner’s breeding rights expire.

VII. IDEMITY

Mare Owner specifically understands that Stallion Owner, Colonial Wood Training Center and Select Breeders Southwest, Inc. make no guarantees, expressed or implied, as to the fertilizing capabilities 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 set forth in this Agreement. **This contract is non-saleable and non-transferable.**

Agreement executed by Mare Owner this _____ day of _____ 20_____.

Mare Owner:

Signature

Date

Printed Name

Avonlea Arabians:

Authorized Signature

Date

Printed Name

Title