

CONTRACT# \_\_\_\_\_

## Pyro Thyme SA

### BREEDING SERVICE AGREEMENT

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

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

Farm Name: \_\_\_\_\_

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

Telephone(s): \_\_\_\_\_ Email: \_\_\_\_\_

Hereinafter referred to as "Mare Owner" and Om El Arab, LLC., 1900 View Drive, Santa Ynez, CA 93460, USA, hereinafter referred to as "Stallion Manager".

#### WITNESSETH

Whereas, Angie and Andy Sellman, are the owners of the stallion named **Pyro Thyme SA**, AHA # 0578257, hereinafter referred to as the "Stallion", whereas such stallion shall stand at Om El Arab, LLC., and whereas, Mare Owner has the following ownership rights to the following said mare.

Name of Mare (as on registration papers): \_\_\_\_\_

AHA # \_\_\_\_\_ D.O.B of Mare \_\_\_\_\_

Owner Name (as it appears on Registration Papers): \_\_\_\_\_

THE PARTIES HERETO AGREE AS FOLLOWS:

#### FEES:

The Breeding Fee for Pyro Thyme SA is **\$1,500**. The Stallion Owner hereby grants Mare Owner a 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.

The Breeding Fee shall be payable as follows:

\_\_\_\_ Option 1: The total breeding fee of **\$1,500** is payable upon signing of this contract, or

\_\_\_\_ Option 2: The breeding deposit of **\$500** is due upon signing of this contract. The remaining **\$1,000** is due prior to shipping of semen.

Breeding Contract Pyrothyme.docIn the event the Mare does not conceive during Breeding Season or the following Breeding Season, or for any reason, if Mare Owner exercises the right to return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Manager a re-handling fee of \$300 prior to rebreed.

CONTRACT# \_\_\_\_\_

In addition, the following fees shall apply and are payable prior to shipment(s).

1. Mare Owner is responsible for all return shipping charges to Stallion Manager. If the equitainer is lost or damaged, Mare Owner is responsible and will be charged the appropriate fee.
2. A \$325 Collection and Semen Handling Fee per shipment for one mare. For two or more mares, a \$200 fee will be charged for each mare. This fee covers collection of stallion, laboratory, semen preparation and packaging of semen for the shipment
3. FedEx Shipping charges. Mare Owner is responsible for FedEx costs. FedEx shipping charges vary; therefore, a FedEx Account number or credit card number is required for a shipment(s).
4. Counter to Counter Shipping Charges. The airline charges vary depending on the destination. Stallion Manager does not guarantee that the semen will be shipped on any given flight, but will make an effort to have the semen on the earliest flight possible. All semen shipped counter to counter will be taken to the airport by courier and an additional charge of **\$100 per shipment** (subject to change on holidays, weekends, and/or nights) will apply. Stallion Manager is not responsible for semen once it leaves the Farm. If semen is lost, misses flight, or does not arrive to Mare Owner on time, Mare Owner is still responsible for all costs of collection, shipping, and return shipping fees.

#### **LIVE FOAL GUARANTEE**

The Breeding Fee includes a pregnancy or live foal guarantee. Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of Stallion Manager) within the current or the following year. In the event that Mare does not conceive during the current or following year, the Mare Owner shall pay Stallion Manager or Stallion Owner a re-handling fee of \$300 prior to the rebreed. Mare owner shall notify Stallion Owner/Manager within sixty days of the last insemination of the year if the Mare did not conceive, in order to be eligible for a rebreed the next year. Mare Owner shall also notify Stallion Owner/Manager within thirty days of the Mare's abortion, should the Mare abort.

In the event that the Mare dies, Mare Owner shall provide Stallion Owner/Manager with a veterinarian's certificate of 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 the Mare's pregnancy. Mare Owner shall provide the Stallion Owner/Manager with a certificate indicating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section. Live Foal Guarantee to Stallion shall lapse and the Stallion Owner/Manager shall have no further obligation under this section if:

1. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.

CONTRACT# \_\_\_\_\_

2. Mare is bred by any other Stallion without written consent by Stallion Owner/Manager prior to rebreed.
3. Mare is substituted with another mare without written consent by Stallion Owner/Manager.
4. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Owner/Manager as defined in this section.

#### **BREEDING**

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

The Stallion Owner reserves the right to remove the Stallion from the premises of Om El Arab, LLC, LLC., for a period of time necessary to show and/or promote the Stallion in the best interest of the Stallion Owner and Mare Owner. During this time, Mare Owner understands that Mares that come into heat may not be bred during that particular heat cycle. It is Mare Owner's responsibility to check on availability of Stallion for breeding during these times.

#### **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 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 breeding fee, less \$1,000 and any outstanding miscellaneous fees. Should Stallion be exported prior to contractually agreed upon breeding Season and the Mare does not produce a Live Foal, then Stallion Owner shall return the breeding fee paid by Mare Owner, and the contract 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 breeding fee paid by Mare Owner, less \$1,000, and any outstanding miscellaneous fees.

If frozen semen is available it can be used in case of death, exportation or incapacity. Frozen semen fees will apply.

#### **TRANSPORTED SEMEN**

Stallion Manager shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the equitainer has left Om El Arab, LLC.

**Stallion manager shall collect and transport semen on Monday, Wednesday, and Friday only.** Stallion Manager reserves the right to not collect or transport semen on Holidays.

CONTRACT# \_\_\_\_\_

**Mare Owner shall request collection and transported semen 24 hours prior to shipment.** Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Manager shall provide semen on a “first come, first serve” basis and shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day.

Mare Owner shall have the responsibility to insure proper handling and insemination of the semen into the Mare.

#### **INDEMNITY**

The stallion owner and/or Om El Arab, LLC, LLC. and its owners, principals, agents, employees, veterinarians, and farriers shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that mare is in custody of Om El Arab, LLC, LLC. or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare Owner, its agents or employees may receive while on the premises of Om El Arab, LLC, LLC. . Mare Owner fully understands that Om El Arab, LLC, LLC. does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal are to be borne solely by Mare Owner.

#### **GOVERNING LAW**

This agreement shall be construed and interpreted in accordance with the laws of the State of California. Mare Owner agrees that if any suit is brought by Mare Owner or Om El Arab, LLC., or stallion owner for any purpose relating to this Agreement, such suit or legal proceedings must be filed only in small claims, municipal, or Superior Court of Santa Barbara County, CA, and Mare Owner agrees to submit to that court’s jurisdiction and venue.

Mare Owner agrees that if Om El Arab, LLC., or its agents or stallion owner, has to engage the services of an attorney to collect what Mare Owner owes on this contract, Mare Owner shall pay Om El Arab, LLC’s, or its agent’s attorney fees, whether or not a suit is brought.

This Agreement constitutes the entire Agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. **NOTE: This contract is non saleable and non transferable.**

CONTRACT# \_\_\_\_\_

The parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

Agreement executed by Mare Owner this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Mare Owner Signature:**

**Printed Name:**

\_\_\_\_\_

\_\_\_\_\_

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

**Om El Arab, LLC.**

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Payment Information:

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ 3 digit code \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

Om El Arab, LLC. accepts MasterCard and Visa.

FedEx Account Number: \_\_\_\_\_