

AYM Arroyo Arabians

Breeding and Transported Semen Services Contract

Parties. This agreement is made this _____ day of _____, 20____, by and between AYM Arroyo Arabians, whose address is 1559 Edison Street, Santa Ynez, CA 93460 and the customer described below (“Client”)

Client Name	Address		
City	State	Zip Code	County
Home Phone	Work Phone	Cell Phone	Fax
Farm Name and Address			
Email			

Mare Information. This Agreement relates to the mare described below (“Mare”).

Name of Mare	Sire	Dam	
Registration No.	Date Foaled	Color	Breed
Maiden? Yes ___ No ___	Foal at side by		
Insurance Carrier	Insurance Agent		
Policy No.	Expiration Date		

Whereas, Client has a legal interest in the above-described Mare, including the legal right to breed the Mare to the Stallion: **Khaffire+, AHR# 349928**, (“the Stallion”) during the 20__ breeding season, which terminates on September 30th of that year. It is intended that the Stallion will stand at AYM Arroyo Arabians for that season, but in the event the Stallion stands elsewhere, Client shall be entitled to rescind this Contract and obtain a refund of all amounts paid hereunder by making written request within 10 days of receiving notice of the alternative standing location. The stud fee shall be \$2,000/Arabian or \$1,000/non-Arabian. Twenty percent of the total stud fee (\$400/Arabian or \$200/non-Arabian) is a nonrefundable booking fee for this breeding, payable upon execution of this contract, and applied to the total stud fee. The balance shall be paid as follows:

- Initial [] A. Cash upon execution of this contract
 Initial [] B. Twenty percent (20%) booking fee, due upon execution of the Contract. Forty percent (40%) due prior to first shipment of semen. Forty percent (40%) when the Mare is checked in foal (between 45-60 days).
 Initial [] C. Other (Specify): _____

Upon payment in full AYM Arroyo Arabians will then execute registration papers for the resulting foal.

This breeding is not transferable to another person and must be used for the breeding season specified in this contract. Mare can be substituted with AYM Arroyo Arabians approval. Should the breeding be held over for any reason, all customary fees shall apply, PLUS an additional administrative and rehandling fee of \$250.00 is to be paid to AYM Arroyo Arabians prior to re-breeding of the Mare.

Transported Semen Fee: A transported semen fee of \$200.00 per collection and packaging of semen will be due prior to shipment of semen. Client must provide Fed Ex # or credit card information for cost of shipping prior to shipment of semen.

Transportation Fees: If it is necessary to ship semen counter to counter via commercial airlines, the Client will make arrangements with AYM Arroyo Arabians & Alamo Pintado Equine Medical Center (APEMC) a known shipper, and pay APEMC directly prior to shipment. All flights depart out of Santa Barbara, California.

Equitainer Liability: If AYM Arroyo Arabians Equitainer is not returned to AYM Arroyo Arabians within seven days from client's receipt of said Equitainer, Client's account will be charged \$10.00 per day

Live Foal Guarantee: Should the mare abort or the foal fail to stand and nurse, it is the responsibility of the client to inform AYM Arroyo Arabians in writing, certified by a veterinarian, within ten days of the event. There will be no additional breeding fee for a re-breed, but all transported semen fees, including administrative and handling fees will apply. The client agrees to keep said mare in good physical condition throughout her pregnancy, vaccinate for Rhinoneumonitis at 5, 7, and 9 months of pregnancy and deworm regularly. If these normal health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited. Any deviations from these procedures could result in forfeiture of all breeding fees paid. 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.

Conditions of Service Contract: The Client understands and accepts the terms of this Agreement. The Client understands that certain fees must be paid BEFORE semen will be transported, as outlined in this Agreement. The Client understands that the Stallion Service Contract must be signed and returned BEFORE semen is shipped. The 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 AYM Arroyo Arabians of the situation and schedule a palpation between 45-60 days post breeding. If Mare is not in foal, Client must contact AYM Arroyo Arabians immediately so we know your Mare will be needing semen. The Client understands that it is essential to call the Breeding Manager at AYM Arroyo Arabians at the beginning of the Mare's heat cycle, so that AYM Arroyo Arabians may advise the Client of the days in which the Stallion will be collected.

Requests for semen shipment must be made by 11:00 am (Pacific Standard Time) the day before the collection and shipment are requested. AYM Arroyo Arabians may refuse to ship semen to Client, at any time, if these procedures are not followed.

Release of Liability: 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 AYM Arroyo Arabians harmless from any losses suffered due to any unsuccessful attempt at conception. Client further understands that the cost of such setbacks are considered part of the “normal risk and cost of doing business and breeding Arabian Horses” and shall further hold AYM Arroyo Arabians harmless from any such claims whether ordinary, special, incidental, or consequential. The 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 AYM Arroyo Arabians.

Payment Agreement: Client agrees to pay all fees specified in the Stallion Service Contract. Payment in excess of 30 days late will be subject to a 1.5% service charge. Clients whose payments are in excess of 60 days past due shall be in breach of contract. Upon said breach of contract by Client, AYM Arroyo Arabians shall cease all further services, and retain all funds received to date as liquidated damages. Said damages will be included costs of collection, bookkeeping, lost interest, and other such damages.

Breach of Contract: Should one party breach this contract for transported semen, the breaching party shall be responsible for all attorney’s fees and their expenses related to such breach.

Lien: Client grants to AYM Arroyo Arabians a lien upon and security interest in any foal produced by a breeding at AYM Arroyo Arabians to secure all obligations and amounts due or any contract with AYM Arroyo Arabians or its affiliates. AYM Arroyo Arabians 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 the Client resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If at any time, the Client’s balance is unpaid for thirty (30) days or more, or Client is otherwise in default of this or any other contract with AYM Arroyo Arabians or any of its affiliates, AYM Arroyo Arabians may withhold the Transported Semen Stallion Certificate that is required for registering the foal.

Acceptance: This contract for transported semen is not effective until approved and executed by AYM Arroyo Arabians. AYM Arroyo Arabians reserves the right to reject any mare at its sole discretion.

Venue: The terms of this Contract and disputes developing thereunder shall be enforced and construed in accordance with the laws of the state and county wherein AYM Arroyo Arabians is located, and the undersigned hereby submits themselves to the jurisdiction of the courts where AYM Arroyo Arabians is located.

AYM Arroyo Arabians (print)	Client (print)
Signature	Signature
Title	Title
Date	Date

AYM Arroyo Arabians
1559 Edison Street
Santa Ynez, CA 93460
(805) 688-0392

Transported Semen for Khaffire+

Mare Owner responsibilities

Before shipment of semen is made the following must be sent to AYM Arroyo Arabians:

1. Signed Breeding contract
2. Breeding Fee payment (according to terms in contract)
3. \$250.00 refundable Equitainer Deposit
4. \$200.00 fee for transported semen (excludes shipping cost to client)
Should breeding on more than one cycle be required, additional shipments will be made at \$200.00 for each shipment (excluding shipping cost). If it is necessary to ship semen counter to counter via commercial airlines, the Client will make arrangements with AYM Arroyo Arabians & Alamo Pintado Equine Medical Center (APEMC) a known shipper, and pay APEMC directly, prior to shipment. All flights depart out of Santa Barbara, California.
5. Fed Ex account number or MC/VISA information for shipment of semen.

****Please Note: Transported Semen is shipped via Fed Ex Monday-Friday only.
Commercial Airline shipment is upon availability.**