



ALLIANCE+// BREEDING CONTRACT
2007 Breeding Season

This **Agreement** is between Nancy and Gregg Shafer, dba. Shafer Arabians, (Hereinafter referred to as "SA"), 5865 Oak Hill Drive, West Farmington, OH 44491 and;

Name (hereinafter referred to as "Client")		Ranch Name	Phone
Address	City/State	Zip	Work Phone
Client's Veterinarian		Phone	
Address	City/State	Zip	

Breeding Fees: The undersigned Client agrees to breed to the Arabian stallion, ALLIANCE+//, AHRA #318985, standing at SA, and to pay the Breeding Fee as follows: a non-refundable breeding deposit of \$1000.00 will be paid in advance to reserve the breeding, and the balance of \$2,500.00 will be paid before semen is shipped.

Transported Semen Fees: Prior to the transportation of the Stallion's semen, Client shall pay SA a \$300.00 refundable container deposit. The semen collection and transportation fee shall be \$300.00 for next day delivery (Federal Express) and \$450.00 for same day delivery (Courier service to the Cleveland Hopkins International Airport). Client shall pay additional charges for Saturday delivery in addition to the charges set forth above. If the equitainer is not returned within 5 business days from Client's receipt of said equitainer, Client's account will be charged \$20.00 per day late fee.

Transported Semen Agreement:

1. It is further agreed and understood, that prior to shipment of semen, the **Client shall furnish to SA a copy of the Mare's Registration papers.** The mare must also have a negative uterine culture (90 days) prior to the semen shipment

2. Collections and shipments of semen will be managed and arranged with Robin DeRue of Stallion Services at 330-889-2282.
3. Collection of semen for shipment will occur at 1:00 p.m. eastern time on Mondays, Wednesdays and Fridays throughout the designated breeding season. Shipment will be by priority overnight Federal Express unless otherwise designated.
4. Client must notify SA or Breeding Manager 24 hours in advance or up to 11:00 a.m. eastern time on the day of a scheduled collection for semen to be shipped. If airline shipment is requested, notification must be 24 hours in advance for proper scheduling. Semen availability will be on a first come, first served basis. Client expressly acknowledges that all orders for semen are subject to availability.
5. Breeding season is from February 15 through August 31.

Successful Pregnancy: It is understood by both the Client and SA that final responsibility of a successful pregnancy, using transported semen, lays with the Client and his/her veterinarian. If, after breeding through three (3) heat cycles, the Mare fails to conceive, the Client shall have the reproductive status of the mare reevaluated. After consultation with SA and Stallion Services, a joint decision will be made to:

- a. Continue breeding.
- b. Select a substitute mare and continue breeding.
- c. Carry the breeding over to the following year if after a continuous breeding attempt, a successful pregnancy has not been achieved by October 1st. An additional administrative and handling fee of \$500.00 shall apply.
- d. Client may ship the Mare to Stallion Services for reproductive analysis and continue breeding.

If Client discontinues breeding and does NOT exercise any of the above options, Client will forfeit all fees and deposits previously paid to SA. There will also be no cash refunds and all re-breed rights will be forfeited.

Live Foal Guarantee

In the event of the Mare aborting or the foal failing to stand and nurse during its first 24 hours, the Mare owner is guaranteed a return privilege for the same Mare or a substitute Mare, during the same or next season free of any additional fees except for any unpaid services, expenses and fees. It is the responsibility of the Client to inform SA in writing, certified by a veterinarian, within ten days of the event. 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 de-worm regularly. If these normal health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited. 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.

Transfer or Sale of Breeding

The breeding or rebreeding right may only be transferred with the sale of the above Mare. This transfer of rights is contingent on the breeding being completely paid for, the new Mare owner executing a new service contract and paying a \$500.00 transfer fee within 30 days of the sale or the breeding becomes nullified.

Refund of Fees

The only refundable fees under this agreement are the breeding fees and the container fees. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason. Conditions for this refund are as follows:

- a. No semen has been shipped or breeding attempted
- b. Semen has been shipped for the first year of breeding or at least one breeding attempt was made then 50% of the fee will be refunded.
- c. If semen has been shipped or breeding attempted in two or more years, no refund will be made.
- d. Container deposit is refundable when mare is checked in foal or when the container is no longer needed for more shipment of semen to mare Owner.

In the event the Stallion dies or becomes unfit for service, frozen semen may be made available for one more breeding before refunds are issued.

Release of Liability

Client fully understands, authorizes and assumes the special risks inherent in breeding with the use of transported semen. Client also understands the risk of failure due to many variables and unknown causes and shall hold Shafer Arabians harmless from any losses suffered due to any unsuccessful attempt at conception.

Payment Agreement

Client agrees to pay SA all charges and fees and expenses as specified in this agreement. Payments in excess of 15 days past due are subject to a late charge of \$10.00 per month or 1.5% of balance whichever is greater. Clients are in breach of contract if payments are in excess of 30 days past due. Upon said breach of contract, SA shall cease all further services, and retain all funds received to date as liquidated damages.

