

Type, Trot, & Tall with level-headed Temperament... all in Homozygous Black Color ! Sweepstakes Sire SCID clear

Owners: Kinton and Julie Lawler 5147 Bowser Rd. Fulshear, TX 77441 281-346-1912 Email: BreezyAcresArabs@sbcglobal.net

Stallion Breeding Contract Transported Semen

This contract is made on the _____ of _____, 20____ and is by and between Kinton and Julie Lawler of *Breezy Acres Arabians*, hereinafter referred to as Stallion Owner, and ______, hereinafter referred to as Mare Owner.

The Homozygous Black Arabian stallion, *Faheem Al Maas*, Registration Number 0572913 will be bred to ______ Registration Number ______ Registered Color ______, for the Stallion Fee of \$______, for a Live Foal, as defined in ¶6 below, subject to the following conditions:

- Stallion Fee includes a non-refundable Booking Fee of \$_250.00_, payable with this contract, the balance of which must be paid <u>10 days prior</u> to initial semen shipment. A Collection/Lab/Shipping Fee of \$175.00 is to be paid <u>before</u> any semen shipments go out. It is <u>highly</u> advised that Mare Owner pay a deposit towards an additional shipment of semen due to the timing of a mare's cycle (unless online *PayPal* payment option is chosen). Ovulation could be imminent at about the time pregnancy status is checked. Any Shipping Deposit unused will be refunded to Mare Owner when Mare proves pregnant. There is no container deposit, but we do ask that you send the shipping container back <u>immediately</u> once your vet has inseminated, otherwise there is a \$75 container charge if it is not returned intact, including all internal parts, within a reasonable amount of time.
 *All checks, money orders, or cashier's checks should be made payable to *Julie Lawler*.
- 2. Mare Owner agrees to give Stallion Owner notice of said Mare's heat cycle according to the following time periods;
 - A. Call Stallion Owner 1 week before you expect your Mare to come in heat.
 - B. Notify Stallion Owner on the first day your Mare comes in heat.
 - C. Alert Stallion Owner 1 FULL day (24 hrs.) before you plan to order semen (2 days before you need to inseminate!).

*please have your veterinarian/AI technician call us before we ship semen -it greatly helps us coordinate scheduling.

To properly transport cooled semen, requests for shipment must be made the day *before* the Mare is expected to ovulate. This allows collection and shipping time of roughly 24 hours. We generally ship overnight by Federal Express or UPS. It is understood that semen delivery on Sunday or Monday via Federal Express or UPS is impossible. However, semen can be provided on Saturday to cover those days. Although every effort will be made to ship for every request, in the event that semen requests exceed supply, shipments will be made on a "first call, first served" basis. Thus, Mare Owner expressly acknowledges that all orders for semen are subject to availability.

- 3. Stallion Owner agrees to provide motile sperm cells collected from the stallion identified in this contract at a concentration level at or above industry standards. If quantity allows, Stallion Owner will provide two doses of semen in one shipment. If shipment is lost, delayed or damaged, Mare Owner assumes all risks of loss including that of lost time and expense associated with preparation of Mare for breeding.
- 4. Mare Owner agrees to inseminate said Mare described herein and is responsible for all veterinarian charges related to the pregnancy of the Mare. The Mare Owner agrees to have all inseminations performed by a certified Equine Insemination Technician or Licensed DVM that has experience in Equine Artificial Insemination. The Mare Owner agrees to have said Mare ultrasounded for pregnancy per the following minimum dates, and to notify *Breezy Acres Arabians* of the results;
 - A. Between 14 and 16 days following last day inseminated, and if positive, then:
 - B. Between 35 and 55 days following the last date of insemination.
- 5. The Mare Owner shall assume all responsibility for the condition of the Mare and agrees to hold Stallion Owner and all associated affiliates blameless if Mare does not settle. If Mare does not settle after 3 cycles and Mare Owner wishes to continue to try to settle said Mare, it is strongly suggested that Mare Owner have a uterine culture and biopsy performed on said Mare (at Mare Owner's expense). This could save much time and money on the part of Mare Owner rather than trying to settle a poor broodmare candidate.



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- 6. This contract contains a "Live Foal Guarantee." A live foal is defined as a newborn foal that stands and nurses without assistance. If foal is born dead or dies within 24 hours of foaling, there are return breeding privileges only if Stallion Owner is notified within fourteen (14) days in writing, by a licensed veterinarian's statement, confirming the cause and death of foal. Additionally, if the Mare absorbs, miscarries, aborts, or proves barren after being pronounced in foal, the Mare Owner has the right to return breeding privileges provided that a licensed DVM can verify that appropriate Rhinopneumonitis vaccinations were given to Mare at the proper intervals. <u>Mare Owner also agrees that said Mare will be kept "toxin-free" for the first 90 days of pregnancy (no vaccinations, wormers, etc. during this time period).</u> Return breeding privileges will be provided during the current breeding season, which runs February 15 June 15th, or the following year breeding season only. Mare Owner has the choice of a rebreed on said Mare or a substitute Mare. Excluding Stallion and Booking Fee, customary fees will apply and must be paid in full before any semen is shipped.
- 7. This contract contains a "Color Guarantee". If the foal from this breeding is not of * _______ color when the foal coat completely sheds, then Mare Owner may have return breeding privileges the following year for half of that year's advertised Stallion Fee (customary fees apply minus half of Stallion Fee).
 * This section to be filled out by Stallion Owner upon receipt of said Mare's registration papers.
- 8. A Breeder's Certificate will be issued upon completion of this contract, and only after photographic or visual proof has been provided to Stallion Owner of live foal at the side of Mare bred. Mare Owner will be solely responsible for seeking registration of resulting foal in the appropriate breed registry(ies) and will pay all associated fees or expenses. *Faheem Al Maas* is a *Sweepstakes Nominated Sire*, thus any of his foals are Sweepstakes eligible.
- 9. Mare Owner accepts the risks of breeding/Al/pregnancy and shall bear all risks of loss or damage and agrees to hold Stallion Owner and all affiliated agents harmless from any liability in connection with this breeding.
- 10. It is agreed that should the above named stallion die or become unfit for service, that the Stud Fee only, will be refunded, thereby canceling this entire contract. Furthermore, if the above named stallion should die or become unfit for service; frozen semen will not be made available to fulfill this contract. If the Mare dies or becomes unfit to breed before being announced safe in foal, the Stallion Owner will accept another Mare as a replacement if notified of said Mare's status.
- 11. This contract is non-assignable and non-transferable. In the event that the Mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" (¶ 6) will no longer be valid.
- 12. Signer represents s/he is owner/lessee of the above named Mare and agrees to indemnify, defend and hold harmless the Stallion Owner in the event the ownership or authorization of the below signed customer is disputed. This contract, with the attached Addendum, represents the entire agreement between the parties. No other agreement or promises, verbal or implied, are involved unless specifically stated in this written contract or another written agreement between parties. In the event that Stallion Owner incurs attorney's fees and/or legal costs in securing or protecting any right available to Stallion Owner under this contract, or under the laws of the State of Texas, Mare Owner hereby agrees to pay said attorney's fees and legal costs. This agreement shall be governed by the laws of the State of Texas and venue shall be in Fort Bend County, Texas. This agreement may be executed by signatures via fax in lieu of original document.

Mare Owner/Authorized Agent

Date

Stallion Owner

Date



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Transported Semen Breeding Contract Addendum

Please fill out Addendum completely and return with;

- 1. Signed Breeding Contract,
- 2. A copy (front & back) of your Mare's Registration Papers,
- 3. Appropriate fees (Booking Fee minimum due) @ please make check payable to: Julie Lawler

Mail to:	Breezy Acres Arabians
	c/o Julie Lawler
	5147 Bowser Rd.
	Fulshear, TX 77441

Mare's Name	Reg.#
Date of Birth	
Breed	
Registered Color	
Sire	Reg.#
Breed	Reg. Color
Dam	Reg.#
Breed	Reg. Color
[check one] Maiden Barren	Expected Foaling Date
Name of Veterinarian	Telephone
Name, Physical Address & Telephone-# where s	emen is to be shipped: (VERY IMPORTANT!) please print
Mare Owner Name: (please print)	
Mare Owner Address:	
Mare Owner Phone: Hm	Wk Cell
Best time to be reached:	