

ABSOLUTELY ARABIANS, LLC

BREEDING SERVICE AGREEMENT

for

TUXEDO THYME ABA++++//

www.tuxedothyme.com



Believe in Your Dreams.....

1. AGREEMENT TERMS:

This Breeding Service Agreement (the "Agreement") is being entered into this _____ day of _____ (Month, Year) (the Effective Date) for breeding:

The Mare Owner has contracted to breed the following Mare:

Registered Name: _____

Color: _____ Age: _____

Breed: _____

Breed Registry: _____ Reg. No: _____
(Copy of mare's Registration Papers need to be included with this contract)

To the following Stallion:

Registered Name: **Tuxedo Thyme ABA++++//**

Color: Black

Breed: Arabian

Breed Registry: Arabian Horse Association

Reg. No. 0612091

Other Warm Blood Registries:

Rheinland-Pfalz-Saar International Lifetime (Stud Book 1)

Lifetime No: USA40806120904

American Warmblood Society AWS)

AWS Lifetime No: 2012150

Tuxedo Thyme ABA++++// is SCID Clear and tested normal (meaning he does not possess the mutation associated with) Lavender Foal Syndrome or Cerebellar Abiotrophy

For purpose of this Agreement, breeding season begins on February 1st and ends on September 30th of _____ (year)

Mare Owner represents that the approximate date that Mare is expected to be bred is _____.

2. PARTIES

Stallion Owner:

Absolutely Arabians, LLC

Name: Barbara and Daniel Suvaka

Address: 4030 West 6 1/2 Mile Road, Caledonia, Wisconsin 53108

Cell Phone: (262) 880-1943

Home Phone: (262) 835-2073

Email: bsuvaka@yahoo.com

and

Mare Owner:

Name: _____

Address: _____

Cell Phone: _____ Home Phone _____

Email: _____

or

Mare Leaser: (if mare is leased): (hereafter referred to as Mare Owner)

Name: _____

Address: _____

Cell Phone: _____ Home Phone _____

Email: _____

3. COOLED OR FROZEN SEMEN

For this contract the mare owner is requesting (please check one):

Cooled Semen

Frozen Semen

Please refer to corresponding sections below for terms associated with FEES & TIMING for Cooled vs. Frozen Semen. Semen is to only be used on mare designated within this breeding service agreement unless a substitution mare is agreed upon based on the SUBSTITUTION MARE/REFUND POLICY section below. Mare owner is responsible for ensuring that all unused semen is disposed of by veterinarian doing insemination(s).

4. FEES & TIMING – Cooled Semen

FEES

The Mare Owner agrees to pay the following fees to Absolutely Arabians, LLC under this Breeding Service Agreement:

Stud Fee of: \$1500

Stud fee is to be paid as follows:

**20% Non-Refundable Booking Fee of \$300 due at signing of breeding contract
Remaining \$1200 of stud fee due prior to first collection of stallion**

Payment terms offered to mare owner for \$1200 if needed as follows:

Pay \$400 prior to first collection. Remaining \$800 be paid within 6 months of mare being confirmed in foal at 40-60 day check.

Transportation fee of \$100 per trip if more than one collection is required to get mare in foal.

See TIMNG section for short notice fees.

Payment Methods accepted for Payments to Absolutely Arabians, LLC:

Check - Make payable to ABSOLUTELY ARABIANS, LLC

Paypal (Absolutely Arabians, LLC will send invoice via Paypal for this method upon request)

Mare owner is responsible for paying all collection and shipping fees. Absolutely Arabians, LLC will provide Mare Owner with name and contact information of facility being used to collect and ship semen from the stallion (hereinafter referred to as “Breeding Service”). Mare Owner shall make full payment for said collection and shipping fees to Breeding Service directly and holds Absolutely Arabians, LLC harmless from any liability thereon. The Breeding Service is a separate business entity from Absolutely Arabians, LLC, therefore Absolutely Arabians, LLC grants no warranties or responsibilities for contractual obligations between Mare Owner and Breeding Service. **The Collection/Shipping Form must be filled out for the mare and sent to Absolutely Arabians, LLC prior to collection of the stallion.** Absolutely Arabians, LLC is not responsible for damage or failure of delivering semen shipments nor for the quality of semen once it leaves the Breeding Service. Breeding Service will provide a semen analysis report at collection time upon request to mare owner.

TIMING

Absolutely Arabians, LLC **requires 24 hours notice prior to hauling stallion to Breeding Service for collection.** If less than 24 hours notice is given, Absolutely Arabians, LLC cannot guaranty timeliness. **An additional charge of \$50 will be charged by Absolutely Arabians, LLC for less than 24 hours notice.**

All shipments will be sent to shipping address provided by mare owner on the Collection/Shipping Form via FedEx overnight shipping. **Therefore mare owner needs to allow for a total of 48 hours prior to insemination of mare to accommodate both collection and overnight shipping.**

If multiple collections are requested for the same day by separate mare owners, collection will be conducted on a first come first serve basis.

No cooled semen will be shipped until payment is made in advance as outlined in FEES section above.

5. FEES & TIMING – Frozen Semen

FEES

The Mare Owner agrees to pay the following fees to Absolutely Arabians, LLC under this Breeding Service Agreement:

Stud Fee of: \$1500

Stud fee is to be paid as follows:

**20% Non-Refundable Booking Fee of \$300 due at signing of breeding contract
Remaining \$1200 of stud fee due prior to semen being shipped.**

Payment terms offered to mare owner for \$1200 if needed as follows:

Pay \$400 prior to first collection. Remaining \$800 be paid within 6 months of mare being confirmed in foal at 40-60 day check.

Semen Dose Fee: \$125 per dose of frozen semen.

One dose consists of 4 straws which is enough for one insemination. Payment for each dose requested must be made prior to shipment of semen. **Maximum of 2 doses will be sent for each heat cycle and maximum of 6 doses will be allowed within the terms of this breeding agreement.** If mare does not conceive for a cycle a separate request will be needed to ship 1-2 additional doses and per dose fee payment will be needed prior to shipping.

Payment Methods for Payments to Absolutely Arabians, LLC:

Payment Methods accepted for Payments to Absolutely Arabians, LLC:

Check - Make payable to ABSOLUTELY ARABIANS, LLC

Paypal (Absolutely Arabians, LLC will send invoice via Paypal for this method upon request)

Should frozen semen become unavailable due to unforeseeable circumstances, prior to shipping any doses or after servicing only one breeding cycle with no resulting pregnancy, Absolutely Arabians, LLC will refund all of the Stallion Fee after deducting:

- Non Refundable Booking fee (20% of stud fee) paid at signing of contract
- Additional transportation fees for stallion (if they were needed)
- Frozen semen dose charges paid prior to shipment of frozen semen - only if using frozen semen

Mare Owner shall make full payment of the following Breeding Service fees to IronGate Equine Clinic (contact information listed below) directly prior to any semen being shipped and holds Absolutely Arabians, LLC harmless from any liability thereon. IronGate Equine Clinic is a separate business entity from Absolutely Arabians, LLC, therefore Absolutely Arabians, LLC grants no warranties or responsibilities for contractual obligations between Mare Owner and IronGate Equine Clinic. **The Collection/Shipping Form must be filled out for the mare and sent to Absolutely Arabians, LLC prior to shipment of the frozen semen.** Absolutely Arabians, LLC is not responsible for damage or failure of delivering semen shipments nor for the quality of semen once it leaves the IronGate Equine Clinic.

Breeding Service:

IronGate Equine Clinic
Attention: Dr. Pat Griffin
1848 Waldorf Blvd
Madison, WI 53719

Phone: (608) 845-6006

IronGate Fees per Shipment:

Dry Shipper Container Fee: \$135

Handling fee: \$35

TIMING

IronGate Equine Clinic will ship frozen semen up to 21 days prior to insemination. Mare owner will be responsible for returning Dry Shipper Container within time limits of IronGate Equine Clinic.

6. SUBSTITUTION MARE/REFUND POLICY

In the event of death, incapacity or inability to conceive of the Mare, Absolutely Arabians, LLC guarantees the Mare Owner a breeding to a Substitute Mare for the current breeding season, or for the following breeding season as long as Substitute Mare is approved in writing by Absolutely Arabians, LLC. If Absolutely Arabians, LLC and Mare Owner are unable to mutually agree as to a substitute Mare, Absolutely Arabians, LLC will refund all of the Stallion Fee after deducting items listed below provided the Mare Owner provides documentation from veterinarian documenting attempts to breed mare and health issues with mare preventing her to conceive.

- Non Refundable Booking fee (20% of stud fee) paid at signing of contract
- Additional transportation fees for stallion (if they were needed)
- Frozen semen dose charges paid prior to shipment of frozen semen - only if using frozen semen

7. DISCONTINUE ATTEMPTS TO BREED

In the event Mare Owner decides to discontinue attempts to breed mare during breeding season of this breeding agreement, Absolutely Arabians, LLC will allow for rebreeding for the following breeding season at no additional cost other than what is documented in the FEES section. Mare owner needs to notify Absolutely Arabians, LLC in writing if they want to wait until following breeding season.

If Mare Owner chooses to discontinue breeding attempts without any issues with mare's health and does not wish to exercise option for rebreeding in the following season or pursuing a substitution mare, all fees paid to Absolutely Arabians, LLC to date will be forfeited.

8. TERMS AND CONDITIONS OF ARTIFICIAL INSEMINATION

The Mare Owner agrees that the artificial insemination or breeding must be done by a qualified veterinarian or equine reproductive specialist. For Frozen Semen, the veterinarian or equine reproductive specialist must have practiced insemination with frozen semen. Mare Owner also agrees to have the mare examined by ultrasound to assess breeding status prior to stallion being collected.

The Mare Owner shall have its veterinarian confirm that Mare has ovulated and agrees to confirm in writing to Absolutely Arabians, LLC whether or not she has conceived within 14-18 days post ovulation. Mare owner also agrees to have an additional ultrasound no later than 45-60 days post ovulation to confirm pregnancy is sustained and confirm this in writing to Absolutely Arabians, LLC.

Mare Owner shall notify Absolutely Arabians, LLC within thirty days of the last insemination of the breeding season if the mare did not conceive in order to carry this breeding agreement to the following breeding season.

No more than three shipments of cooled or frozen shipment will be made for a given mare during one breeding season. A Breeding Soundness exam will be needed prior to additional collections / shipments (cooled / frozen) for the said mare to ensure her soundness for breeding. Based on results of this exam mare owner and Absolutely Arabians, LLC will either agree to carry on with additional attempts with this mare for the next breeding season or to substitute with a different mare (see SUBSTITUTION MARE/REFUND POLICY section).

9. FOAL GUARANTY

Stallion Death or Inability to Breed Policy:

In the event that the stallion listed in this agreement is not able to fulfill the breeding due to death, incapacitation or sale of stallion before servicing the mare Absolutely Arabians, LLC will refund all of the Stallion Fee paid after deducting:

- Non Refundable Booking fee (20% of stud fee) paid at signing of contract
- Additional transportation fees for stallion (if they were needed)
- Frozen semen dose charges paid prior to shipment of frozen semen - only if using frozen semen

Live Foal Guaranty:

A live foal guaranty is extended to every mare booked into this breeding service agreement once the agreement is signed and all up front required FEES are paid as outlined in the FEES section above. Should the mare not become pregnant or subsequently lose the foal, said mare is automatically eligible for re-breeding the following breeding season provided that the Mare Owner notifies Absolutely Arabians, LLC of the situation within fourteen days of the death of the foal.

Minimum Requirements for Live Foal Guaranty:

- a) Mare receives all appropriate care/vaccinations while pregnant
- b) Mare is monitored for signs of foaling
- c) Foaling area is safe, clean and dry
- d) Every reasonable effort is made to be present at the birth
- e) Appropriate post-natal care is administered
- f) A vet report on dead foals is required to fulfill guaranty
- g) Foal does not die due to injury or neglect by owner
- h) Guaranty is fulfilled when the foal stands and nurses without assistance for a period of at least 48 hours from the time of birth.

Live Foal Guaranty to stallion shall lapse and Absolutely Arabians, LLC shall have no further obligation under this section if:

- Mare Owner fails to provide mare vaccination proof during pregnancy.
- Mare is bred by any other stallion without written consent by Absolutely Arabians, LLC prior to rebreed.
- Mare is substituted with another mare without written consent by Absolutely Arabians, LLC.
- Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Absolutely Arabians, LLC in writing within 30 days of the occurrence of any of these situations.

10. STALLION COLOR DECLARATON

Tuxedo Thyme ABA++++// is a Heterozygous Black stallion. By virtue of signing this agreement, mare owner understands that he is "heterozygous". He has been DNA tested for the Equine Chroma Gene Coat Color. His result is Ee (carries the chestnut gene) and aa (carries the black gene). Odds for producing a black or other colors based on the mares color can be viewed at www.vetgen.com or www.tuxedoThyme.com (link on home page). The owners of Tuxedo Thyme ABA++++// are no way liable for coat color of foal resulting from this contract.

11. BREEDING CERTIFICATE

A breeder's certificate shall be issued upon notification of the birth of the Foal provided all accounts have been paid in full by the Mare Owner. This certificate is to be used to register the foal with the Arabian Horse Association (AHA). This is only needed for purebred Arabian foals per the AHA.

12. WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Limitation of liability and assumption of risk. Mare Owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare. Furthermore, even though mare may become pregnant, the mare may not give birth or the mare's foal may be still born, have defects or become ill, injured or die. Mare Owner agrees that except in the event of Stallion Owner's gross negligence or willful conduct, Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any special incidental, indirect or consequential damages arising out of any transaction or activity arising out of this agreement.

13. REQUIRED DOCUMENTATION

A copy of both sides of the registration papers of the above named Mare must accompany this Breeding Agreement along with the required Booking Fee.

Dates of insemination for the mare covered under this breeding agreement from veterinarian performing the insemination(s).

14. GENERAL PROVISIONS

14.1. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

14.2. Choice of Law. This Agreement shall be governed by the laws of the State of Wisconsin. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Racine County, Wisconsin. The parties hereto consent to both venue and jurisdiction.

14.3. Waivers. No waiver by Stallion Owner of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Mare Owner of the same or any other provision.

14.4. Headings, Terms. The headings and under-scorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "Stallion Owner" and "Mare Owner" shall be construed to mean, when required by the context, the directors, officers, members, employees, invitees, servants and agents of Stallion Owner or Mare Owner.

14.5. Attorney's Fees. If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees and costs to be paid by the losing party as fixed by the court or arbitrator.

14.6. Execution and Delivery. This Agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

14.7. Relationship of Parties. This Agreement does not create the relationship of principal and agent, a partnership or joint venture.

15. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

16. **COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

17. **SIGNATURES**

| | |
|---------------------------|--------------------------|
| Mare Owner Signature | Stallion Owner Signature |
| Mare Owner Name (printed) | Stallion Owner (printed) |
| Date Signed | Date Signed |