

# ***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). Parties for this Breeding Service Agreement are:

### **Stallion Owner:**

Absolutely Arabians, LLC

Name: Barbara and Daniel Suvaka

Address: 4030 West 6 ½ Mile Road, Caledonia, Wisconsin 53108

Cell Phone: (262) 880-1943

Email: [bsuvaka@yahoo.com](mailto:bsuvaka@yahoo.com)

and

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

Indicate if Mare Owner (Y/N) \_\_\_\_\_ OR Mare Leaser (Y/N) \_\_\_\_\_

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

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

Cell Phone: \_\_\_\_\_ Home Phone \_\_\_\_\_

Email: \_\_\_\_\_

## 2.) MARE INFORMATION:

This Breeding Service Agreement is for breeding the following Mare:

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

Color: \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_

Breed Registry: \_\_\_\_\_ Reg. No: \_\_\_\_\_

**(Copy of mare's Registration Papers need to be included with this Agreement)**

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 Tux is Licensed With:**

Westfalen / RPSI (Rheinland-Pfalz-Saar International) Registry

American Warmblood Society and Warmblood Registry

German Oldenburg Verband / Weser-Ems Registry

Oldenburg North America and International Sporthorse Registry

Rhineland Studbook

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

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

\_\_\_\_\_.

### **3. FEES & TIMING**

#### **FEES - Absolutely Arabians. LLC**

The Mare Owner understands that only FROZEN semen can be ordered as part of this Breeding Service Agreement as outlined in the sections below.

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

Stud Fee of: \$1200

Stud fee is to be paid as follows:

**20% Non-Refundable Booking Fee of \$240 due at signing of breeding contract  
Remaining \$960 of stud fee due prior to semen being shipped.**

Frozen Semen Dose Fee: \$300 for 2 doses of frozen semen (4 straws / dose)

Once Dose Fee is paid to Absolutely Arabians, LLC, the Semen Storage Clinic will be notified they can release the doses for shipping. The mare owner is responsible for coordinating this as noted below in **FEES - Shipping Frozen Semen Storage Clinic** section.

**A Maximum of 6 doses will be allowed within one breeding season for a given Breeding Service Agreement.** If additional doses are needed payment for the doses will be needed prior to shipping. Semen is to only be used for the mare designated within this breeding service agreement unless a substitution mare is agreed upon based on the SUBSTITUTION MARE/REFUND POLICY section below.

**If mare in this agreement settles in foal and there are any unused doses remaining, they can be retained by mare owner for future breeding(s) but it must be under a new Breeding Service Agreement. Mare owner is responsible for ensuring proper storage at their expense to keep semen viable. Otherwise, unused semen must be disposed of. Under no circumstances can unused semen be sold or given to another individual without written consent by Absolutely Arabians, LLC.**

**Payment Methods for Payments to Absolutely Arabians, LLC:**

Check - Make payable to ABSOLUTELY ARABIANS, LLC

Electronic (e.g. Paypal, Venmo, Zelle, etc. Contact Absolutely Arabians, LLC for details)

Should frozen semen become unavailable due to unforeseeable circumstances prior to shipping requested doses, Absolutely Arabians, LLC will refund all of the Stallion Fees paid to Absolutely Arabians, LLC after deducting:

- Non Refundable Booking fee (20% of stud fee) paid at signing of contract
- Payment for Frozen semen doses paid for and previously shipped

**FEES - Shipping Frozen Semen Storage Clinic**

Mare Owner shall make full payment of frozen semen shipping, dry container fee and handling fees to IronGate Equine Clinic (contact information listed below) per IronGate's payment policy 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. 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.

**Frozen Semen Storage Clinic**

IronGate Equine Clinic  
Attention: Dr. Pat Griffin  
1848 Waldorf Blvd  
Madison, WI 53719  
Phone: (608) 845-6006

**TIMING / SHIPPING**

**IronGate Equine Clinic needs a minimum of 4 days to prepare semen for shipping** so keep this in mind when preparing for inseminating the mare. Mare owner will be responsible for contacting IronGate to arrange for shipping and for returning Dry Shipper Container within time limits of IronGate Equine Clinic. Mare owner is also responsible for ensuring their vet can store the frozen semen prior to its use.

**Dose fee must be paid to Absolutely Arabians, LLC prior to contacting IronGate for arranging shipping.**

#### **4. 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 Fees paid to Absolutely Arabians, LLC 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
- Frozen semen dose charges paid prior to shipment of frozen semen ... if shipped and received by mare owner, dose charges will NOT be refunded

#### **5. 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 re-breeding 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 re-breeding in the following season or pursuing a substitution mare, all fees paid to Absolutely Arabians, LLC to date will be forfeited.**

#### **6. 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 shipments 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.

## **7. LIVE FOAL GUARANTY**

### **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 or pregnancy check.

### **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 re-breed.
- 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.

## **8. STALLION COLOR DECLARATION**

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 EquineChroma 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](http://www.vetgen.com) or [www.tuxedohtyme.com](http://www.tuxedohtyme.com) (link on home page). The owners of Tuxedo Thyme ABA++++// are in no way liable for coat color of foal resulting from this contract.

## **9. BREEDING CERTIFICATE**

A breeder's certificate shall be issued upon notification of the birth of **Purebred Arabian** foals as required by AHA provided the mare's registration with AHA is up to date. This certificate is to be used to register the foal with the Arabian Horse Association (AHA).

## **10. 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.

## **11. REQUIRED DOCUMENTATION**

A copy of both sides of the registration papers of the above named Mare must accompany this Breeding Agreement (unless mare is not registered) along with the required Booking Fee.

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

## **12. 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.

### **13. 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.

### **17. SIGNATURES**

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