

JADE CREEK ARABIANS BREEDING AGREEMENT

This Agreement is made this _____ day of _____, _____ by and between:

Jade Creek Arabians hereafter called "stallion owner", and

Mare Owner Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

Shipping address (if different than above): _____

Client's preferred Veterinarian: _____ phone #: _____

Mare Name: _____ Registration # _____

Stallion owner agrees to breed the above mentioned mare to: Stallion: _____

Reg # _____ during the _____ breeding season.

The stud fee shall be \$ _____

Fees are to be paid as follows: _____

A non-refundable booking fee/down payment of \$ _____ for this breeding is payable upon execution of this contract. The balance of the breeding fee to be paid before shipment.

Mare care is available at Jade Creek Arabians.

1. If the mare fails to conceive or to produce a live foal, defined as one that survives for 72 hours, as certified in writing by a licensed veterinarian, within one week of foaling, stallion owner will provide a re-breeding to the stallion, with no additional breeding fee due, in the same breeding season if time permits. In the event that the mare is returned in the following breeding season, a re-handling fee of 20% of the stud fee or \$500.00, whichever is greater, will be charge to the customer. The re-breeding is available only for the same mare, or a substitute mare approved by Stallion owner. Such approval not to be withheld unreasonably.
2. If the stallion is not available for service due to death, injury, or sale, frozen semen may be substituted for live or cooled semen. Frozen semen will be supplied at the discretion of the stallion owner and only to mares that are breeding sound. In the event that there is no frozen semen available, the stud fee less the booking fee will be returned.
3. Stallion owner shall provide a Certificate of Service and all signatures required of the Stallion owner to register the foal from this breeding in the appropriate horse registries. In the event of any failure by Mare owner to pay Stallion fees and expenses pursuant to this contract or any other contract related to this breeding, a Certificate of Service or signatures will not be provided until all defaults are cured.

4. All breeding methods, techniques and timing shall be at the sole discretion of Jade Creek Arabians, and within the limits prescribed by the Arabian Horse Registry, Inc.
5. Signer represents that he/she is the owner/lessor of the above named mare and agrees to indemnify, defend, and hold harmless stallion owner and/or Jade Creek Arabians in the event that ownership or authorization of the below signed customer is disputed.
6. This Agreement constitutes the entire understanding of the parties; no oral agreement shall modify it in any manner. The terms of this Agreement shall only be modified by written agreement signed by both parties.
7. This Agreement must be returned, fully executed, accompanied by the required fee, within 30 days of the date shown below. If not, this Agreement is voidable at the sole option of the Stallion owner.
8. A separate Board Agreement for those mares being bred at Jade Creek Arabians or shipped semen agreement for those mares not bred at Jade Creek Arabians must be signed and received before breeding commences.

BREEDING SERVICES

TRANSPORTED SEMEN:

- (A) Shipped Semen Fee: \$400.00 (includes 2 doses). On premise collection fee \$300.00 (does not include any veterinary fees).
- (B) Jade Creek Arabians must be notified **24 Hours** before semen is SHIPPED.
- (C) Jade Creek Arabians requires no Container deposit, but mare owner will not be given Shipped Semen Certificate required for registration unless Paragraph D is adhered to.
- (D) Shipment containers must be returned within 5 (five) working days at Mare owner's expense.
- (E) Semen will be shipped via Federal Express or UPS. Should counter to counter airline service be necessary, an additional fee of \$350.00 will apply.
- (F) Jade Creek Arabians accepts Visa, Mastercard, American Express, and Discover. Should this method of payment be used please add 3.5% to the total costs.
- (G) Before semen can be shipped please provide the following:
 1. Booking or breeding fee paid in full. If mare is re-bred, handling fee PAID IN FULL.
 2. Semen shipment fee (\$400.00 – includes 2 doses) PAID IN FULL.
 3. Signed breeding contract.
 4. Signed shipping agreement.

Owner of Mare: _____ Date Signed: _____

Owner/Agent of Stallion: _____ Date Signed: _____