

# EUROPE'S PADRON FROZEN SEMEN BREEDING AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_,  
200\_\_\_\_\_, by and between  
Name:

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

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

\_\_\_\_\_  
Telephone(s): \_\_\_\_\_

\_\_\_\_\_  
Fax: \_\_\_\_\_

hereinafter referred to as "Mare Owner"

## WITNESSETH

Whereas, Malak Arabians, hereinafter referred to as "Semen Owner", is the owner of the stallion semen of Europe's Padron, Registration # 60 014 915 W ( SIRE French Registry ), an SCID clear stallion standing at Malak Arabians, Chemin du Gorat, 71130 Gueugnon, France, hereinafter referred to as the "Stallion", whereas such stallion shall have frozen semen available at a location selected by Stallion Agent and whereas, Mare Owner has the following ownership rights to the following said mare.

Name of Mare:

\_\_\_\_\_  
AHRA #: \_\_\_\_\_ D.O.B. of Mare: \_\_\_\_\_

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

## THE PARTIES HERETO AGREE AS FOLLOWS:

### FEES:

The Frozen Semen Breeding Fee for Europe's Padron is \$1500.00 USD. This breeding fee ensures Mare Owner with up to four breeding doses of frozen semen. Additional doses may be purchased for a fee of \$200.00 per breeding dose, for a maximum of 6 doses. A dose is defined as 8 straws of frozen semen.

The Breeding Fee shall be payable as follows:

\_\_\_\_\_ The total breeding fee of \$1500.00 USD is payable upon signing of this contract.

All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or AVAILABILITY OF FROZEN SEMEN sections here of this agreement.

In addition, the following fees shall apply and are payable prior to shipment(s):

- Shipping Fees. These fees may vary depending on the semen storage/shipping facility.

Stallion Agent will provide Mare Owner with the fees of the semen storage/shipping facility and/or contact information. Mare Owner; however, is responsible for contacting, requesting semen shipment, and payment of fees to semen storage/shipping facility.

## LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Agent) within the current or the following year only.

In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Agent a rehandling fee of \$400.00 prior to the rebreed.

Mare Owner shall notify Stallion Agent within sixty days of the last insemination of the year if the Mare did not conceive, in order, to be eligible for a rebreed the following year. Mare Owner shall also notify Stallion Agent within thirty days of the Mare's abortion, should the Mare abort.

In the event that Mare does not produce a "Live Foal", then Mare Owner shall provide Stallion Agent with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death.

In the event that Mare dies, Mare Owner shall provide Stallion Agent with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Agent with a certificate indicating that such vaccination has taken place at the time the Mare owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Owner and Stallion Agent shall have no further obligation under this section if:

1. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
2. Mare is bred by any other stallion without written consent by Stallion Agent prior to rebreed.
3. Mare is substituted with another mare without written consent by Stallion Agent.
4. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Agent as defined in this section.

## **BREEDING**

Stallion Agent reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Agent also reserves the right to refuse to discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this Agreement.

## **FROZEN SEMEN**

Stallion Agent shall provide frozen semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the semen has left the semen storage/shipping facility.

Mare Owner shall be responsible for sending a request of semen shipment to the semen storage/shipping facility and for contacting Stallion Agent for an authorization of shipment. Semen will not be shipped by any semen storage/shipping facility without an authorization from Stallion Agent. Authorizations of shipments will only be made Monday through Friday during business hours.

Mare Owner shall have the responsibility to insure proper handling, storage, and insemination of the semen into the Mare.

## **AVAILABILITY OF FROZEN SEMEN**

Should frozen semen become not available, due to lack/ or loss of due to unforeseeable

circumstances, before Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by Mare Owner.

Should frozen semen become not available, due to lack/ or loss of due to unforeseeable circumstances, after servicing of Mare and Mare Owner has not received entitled doses pursuant to this Agreement, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee, costs of doses received, and any outstanding miscellaneous fees.

**INDEMNITY**

Mare Owner specifically understands that Stallion Agent and Semen Storage/Shipping Facility make no guarantees, expressed or implied as to the fertilizing capacity of any semen provided.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

**NOTE:** This contract is non saleable and non transferable.

Agreement executed by Mare Owner this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

**Mare Owner Signature: Printed Name:**

\_\_\_\_\_  
Date: \_\_\_\_\_

**Stallion owner**

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_