

BOOKING FEE: The booking fee is deducted from the total amount of the stud fee, is non-refundable and must be paid in full before the mare can be bred. Booking fees may not be sold or transferred but may be carried into the next breeding season if the mare needs to be rebred. Booking fees are to be used during the breeding season for which they are purchased.

STUD FEES : Stud fees must be paid in full prior to the first shipment of semen or if the mare resides on the farm, prior to her being bred. **PRIVATE TREATY IS FOR THE TERMS OF THE BREEDING FEE. FOR MARES BOARDED AT STALLION SERVICES, ANY UNPAID BALANCE DUE MUST BE PAID PRIOR TO THE MARE'S DEPARTURE FROM STALLION SERVICES.**

NO MARE CAN BE BRED WITHOUT A SIGNED, COMPLETED CONTRACT AND A COPY OF HER REGISTRATION PAPERS.

4. TRANSPORTED SEMEN BREEDING AGREEMENT:

SUBSTITUTIONS : The mare owner may not substitute another mare for breeding without prior written consent of Al Asil Arabians.

SEMEN SHIPPING FEES: Abraxas Nejd Moon will be standing at Stallion Services, Inc., 4009 G. P. Easterly Road, West Farmington, Ohio 44491. 330-889-2282. Please contact Neil or Robin DeRue. Fees are as follows:

FedEx priority overnight: \$275.00 Same day airline: \$400.00
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Please note that FedEx charges \$15.00 additional for Saturday delivery. There may also be additional FedEx charges depending on your location. Please call for quotes.

ALL SHIPPING COSTS ARE EXTRA, NOT INCLUDED IN THE STUD FEE, AND SHALL BE PAID PRIOR TO SHIPPING SEMEN, OR BY CREDIT CARD ON THE DAY SEMEN IS SHIPPED.

5. RESERVATION FOR SEMEN : Al Asil Arabians receipt of the Stallion Service Fee confirms the Mare's reservation to breed to the stallion for the Present Breeding Season.

(a) **COLLECTION SCHEDULE:** Collection of semen for shipment will occur on Mondays, Wednesdays, Fridays and Saturdays throughout the designated breeding season. Shipment will be by priority overnight FedEx unless otherwise designated.

(b) **NOTIFICATION FOR SHIPMENT:** Mare owners must notify Stallion Services 24 hours in advance or up to 11 a. m. eastern time on the day of a scheduled collection for overnight FedEx or shipment by airline. If airline shipment is requested on Friday for Saturday delivery, orders MUST be 24 hours in advance for proper scheduling. Semen availability will be on a first come first served basis. Purchaser expressly acknowledges that all orders for semen are subject to availability.

(c) **DESIGNATED BREEDING SEASON:** Breeding season is from February 15 through August 31.

(d) **SEASONAL LIMITATIONS:** A mare owner may not receive more than six (6) semen shipments during a regular breeding season. With proper notice another mare may be substituted or the original mare may be sent to Stallion Services for on the farm insemination.

Returning Container: After receipt and use of semen, the container must be shipped back to Stallion Services within 2 days by 2nd day UPS or Fed-Ex. Any loss or damage to the container will be the responsibility of the Purchaser. New Equitainers cost \$275.00 each.

6. CONDITIONS : Stallion service will be provided only to healthy mares in sound breeding condition as determined by a veterinarian acceptable to Al Asil Arabians. Al Asil Arabians requires the submission of a current (within 30 days) negative intrauterine culture certificate.

7. RETURN OF SERVICE : Al Asil Arabians and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one which stands and nurses for at least 24 hours. Purchaser shall not be entitled to a refund of fees paid hereunder. However, the mare shall have the right of return to the Stallion's service for two (2) breeding seasons following the initial breeding season under the following conditions:

(a) If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect.

(b). If the Mare is examined in foal but becomes open during gestation, she is eligible for return if Al Asil Arabians receives a veterinary certificate of barrenness within fourteen (14) days of the examination.

(c) If the Mare aborts, Al Asil Arabians or its custodian must be notified by registered or certified mail within ninety-six (96) hours of delivery of the aborting foal's death and a statement by a licensed Veterinarian follows within twenty (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

(d) . If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, Al Asil Arabians or its custodian must be notified within five (5) days from the date of death.

(e). In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for Equine Rhinopneumonitis (equine Herpes Type I) during pregnancy and the dates of such vaccination. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. Timely receipt of the required veterinary certificates is a condition precedent to any right of return.

(e). If a return privilege is exercised, the fee for right of return shall be \$350.00.

8. WARRANTY : Al Asil Arabians and/or its custodian is not responsible for lost, delayed or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion so indicated. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED. The semen must be administered by a licensed veterinarian or a qualified Breeding Manager WITHIN TWENTY-FOUR (24) HOURS of delivery.

9. GENERAL PROVISIONS :

(a) Return service the following year may be offered strictly at Al Asil Arabians discretion provided the stallion remains alive and is available.

(b) This contract may not be assigned or transferred by Mare Owner. Should the Mare be sold after being serviced, the stud fee and all other amounts due hereunder shall become immediately due and payable and no additional services shall be due from Al Asil Arabians under any circumstances.

(c) **DEATH OF STALLION OR MARE:** Should the Stallion die or become unfit for service and the Mare does not produce a foal, this contract shall become null and void, in which case breeding fees only are refunded as follows:

1. Fully refunded if no semen has been shipped or breeding attempted.
2. Fifty percent (50%) of the breeding fee will be refunded if semen has been shipped for the first year of breeding or at least one attempt.
3. No refund will be made if semen has been shipped or breeding attempted in two or more years.
4. No semen shipment fees or other fees are refundable.

Should the Mare die or become unfit for service after being serviced, the stud fee shall not be refunded or adjusted, whether or not the mare was checked in foal. Mare owner should take into account the value of the Mare plus the value of the stud service, and insure the Mare appropriately. The option as to whether Mare Owner may substitute another Mare is strictly at the discretion of Al Asil Arabians.

(d) This Contract, signed by the respective parties, and those documents referred to herein which are hereby incorporated by reference, constitute the entire agreement between the parties and same may not be amended or modified, except in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addressees at the end of the Agreement.

(e) In the event of a breach of this contract or any part thereof, Mare Owner agrees to pay any and all reasonable attorney fees or other expenses of any kind incurred or which may be incurred by or on behalf of Al Asil Arabians in the enforcement of this agreement.

(f) Mare owner hereby agrees to indemnify and hold harmless Al Asil Arabians and its parties harmless from and against any and all claims, demands, causes of action, damage, costs and expenses. Losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third part person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in the custody of Al Asil Arabians and its parties.

(g) This agreement shall be governed by and construed in accordance with the laws of the state of Ohio.

(h) A transported semen service certificate will be signed and sent to the Mare Owner within ten (10) days of Al Asil Arabian being notified in writing that a live foal has been born, providing that all fees have been paid.

Signature Al Asil Arabians

Date

Signature Mare Owner (s)

Date