

VARIAN ARABIANS

STALLION SERVICE CONTRACT FOR TRANSPORTED SEMEN

Stallion Name: **MAJOR MAC V** Registration #: **657503**
Mare Name: _____ Registration # _____
Mare's date of birth: _____ Breed: _____
Mare to be bred during _____ (month) of the _____ (year) season.

THIS BREEDING MUST BE USED IN THE YEAR/BREEDING SEASON SPECIFIED ABOVE

This Agreement dated _____ is between VARIAN ARABIANS (hereinafter referred to as "VA") and;

NAME (hereinafter referred to as "CLIENT"): _____

Address: _____ City: _____ State: _____ Zip: _____

Contact phone: _____ Fax: _____ email: _____

Client's Veterinarian: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

BREEDING FEE: \$1650.00 is payable as follows: A non-refundable breeding deposit of \$250.00 to be paid on the signing of this contract. The balance of \$1400.00 can be paid as listed below. Please check one of the payment options. If two (2) or more breedings are booked on this contract we do offer a "Multiple Mare Discount" Please contact Angela Alvarez at Varian Arabians for reduced fee.

_____ 1/2 of breeding fee is payable at the time of the first shipment, with the remaining balance due in full no later than 60 days after mare is checked in foal. Return the final payment with your 60 day mare passport; or

_____ Pay fee in 12 equal monthly payments (interest free). Please have my first payment begin (month) _____, and the payments will continue for 12 consecutive months until paid in full. The first payment must be made before the first shipment of semen and the balance must be paid in full prior to the mare foaling.

LATE PAYMENT FEE: If you fail to make your monthly or quarterly payments following a 10 day grace period, there will be a charge of 10% interest on the remaining balance due. _____
Initials

EQUITAINER FEES: Client is responsible for the shipping charges for the delivery of the equitainer and for the return of the equitainer to VA, as explained in Section 1.B.3. A credit/debit card or Federal Express account is required for equitainer shipping fees. A credit/debit card is also required to guarantee

the return of the equitainer and to guarantee payment of lab fees and shipping fees should they become delinquent. Please complete the account information below.

METHOD OF PAYMENT OF FEES:

Breeding fee paid by: Check _____ Credit/Debit card _____
Shipping fee paid by: Credit/Debit card _____ FedEx account # _____
Lab fees of \$275 per cycle & deposits paid by: Credit/debit card _____ (See Section 1.B.3 for further description)

CREDIT/DEBIT CARD ACCOUNT INFORMATION AND AUTHORIZATION: MANDATORY

VISA / MC - Account number _____
Exp. Date _____ 3 Digit Code _____ Zip Code _____

Name as it appears on credit/debit card _____

Signature _____

This breeding is NOT transferable to another person and MUST BE USED FOR THE BREEDING SEASON SPECIFIED IN THIS CONTRACT. (Mare can be substituted with VA approval).

I. PROCEDURES AND CONDITIONS FOR TRANSPORTED SEMEN

A. FORMS

The following forms will be furnished by VA to the Client, and they MUST be used in conjunction with this Service Agreement:

1. **Breeding Passport**

2. **Semen Delivery Certificate.** The Semen Delivery Certificate will be provided for you inside the equitainer with every semen shipment.

B. PROCEDURES 30 - 60 DAYS PRIOR TO SEMEN SHIPMENT

1. **Health Form/Mare Identification Certificate.** The client must provide VA with the **MARE HEALTH FORM** signed by a licensed veterinarian, certifying that the mare is in good physical and sound breeding condition and free from infectious disease, inoculated with required vaccinations and dewormed at least every 90 days. A negative uterine culture shall be performed and results documented on the Health Form. This is a **CONDITION OF SERVICE** and must be received by VA prior to semen shipment. A biopsy may be required by VA's Breeding Manager if mare does not conceive in 3 cycles. **Maiden mares not previously bred, and foal heat mares are exempt from a uterine culture and/or uterine biopsy.**

2. **Photo of Mare and Copy of Registration Papers.** The client MUST provide VA with one photo of the mare named in the contract, prior to shipment of semen. The client must also provide VA with either a copy of the mare's registration papers if owned, or a copy of the lease agreement, if the mare is being leased.

3. **Lab Fees, Other Fees and Deposits.** In addition to the breeding fee, the Client will be responsible for the cost of the semen shipping process, including lab fees, equitainer liability and transportation fees. These fees are as follows:

a. **Lab fees for collecting and transporting semen** The lab fee of \$275.00 includes up to two (2) equitainer shipments per heat cycle. The second equitainer will be sent only upon request. We guarantee each shipment will include one dose of 1 billion sperm. Based on availability at the time Client places the semen order, we may send an additional one or two doses. The decision on the number of inseminants being sent to Client will be determined by VA Breeding Manager Angela Alvarez at the time of collection and shipping. Our collection days are Monday, Wednesday and Friday only for all breeding stallions.

b. **Equitainer liability.** If VA's equitainer is not returned to VA within 7 working days from Client's receipt of said equitainer, Client's credit/debit card account will be charged \$10.00 per day late fee. If the equitainer is not returned to VA within a three (3) week period, Client's credit/debit card will be charged \$500.00 to cover the replacement of the equitainer. You must furnish your credit/debit card number, expiration date and card holder name in the Account Information section on page 1 of this contract.

_____ Initials

c. **Transportation fees.** All overnight express shipping fees for the shipment of equitainers will be paid by the Client directly to Federal Express, the shipping company used by VA. As shipping charges are unpredictable, we request that the Client provide VA with a credit/debit card account number or FedEx account number for this purpose. Please complete the Account Information section on page 1.

C. **PROCEDURES AFTER SEMEN SHIPMENT**

1. **Semen Delivery Certificate.** This Certificate is enclosed with each semen shipment and **MUST** be completely filled out by the attending veterinarian and **IMMEDIATELY RETURNED TO VA** after each insemination.

2. **Successful Pregnancy.** It is understood by both the Client and VA that final responsibility of a successful pregnancy using transported semen, lies with the client and his/her veterinarian. However, in the spirit of achieving a successful pregnancy, VA will offer all of its combined expertise along with the following options. If, after breeding through three (3) heat cycles, the mare fails to conceive, the client shall have the reproductive status of the mare reevaluated and consult with VA and jointly decide to either:

a. Continue breeding;

b. Select a substitute mare and continue breeding;

c. **If, after a continuous breeding attempt of at least 3 cycles, a successful pregnancy has not been achieved prior to October 1st (end of breeding season) of that year, the Client may choose to carry the breeding over to the following year, and a \$500 handling fee will be charged;**

d. If a successful pregnancy has not been achieved after 3 cycles, with the third cycle falling after October 1 (end of breeding season) of that year, the Client may choose to carry the breeding over to the following year with no additional fees; **OR**

e. If the mare is located close to VA, and there is still time left in the breeding season, Client may choose to ship the mare to VA for reproductive analysis and to continue breeding at the VA farm.

3. **Discontinuing Breeding.** If Client discontinues breeding before the third cycle and does not continue breeding within that same breeding season, an additional administrative/handling fee of \$500.00 shall apply if Client wishes to carry the breeding to another year.

If Client discontinues breeding altogether and does NOT exercise any of the above options, all fees and deposits previously paid will be forfeited by Client to VA. **There will be no cash refunds and all re-breed rights will be forfeited.**

4. **Live Foal Guarantee.** The semen MUST be administered by a licensed veterinarian on the same day of delivery to qualify for a live foal guarantee. Should the mare abort or the foal fail to stand and nurse, it is the responsibility of the client to inform VA in writing, certified by a veterinarian, within ten days of the event. In either case VA agrees to re-breed the mare as soon as she is fit. **A handling fee of \$500 will be charged for a re-breed, and all other charges referenced in Section 1B3 will also apply.**

5. **Mare Health Care.** The Client agrees to keep said mare in good physical condition throughout her pregnancy, vaccinate for Rhinoneumonitis at 5, 7 and 9 months of pregnancy and de-worm regularly. If these normal health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited.

6. **Forfeiture.** Any deviation from these procedures could result in forfeiture of all breeding fees paid, and the right to a signed Stallion Service Certificate for Client's foal. Furthermore, any attempt to obtain a pregnancy with the transported semen in any mare other than the mare described in this contract will result in the same forfeiture.

II. **GENERAL CONDITIONS OF SERVICE CONTRACT**

A. The Client understands and accepts the terms of this Agreement.

B. The Client understands that certain fees must be paid **BEFORE** semen will be transported, as outlined in this Agreement.

C. The Client understands that the mare MUST be examined by a veterinarian using ultra-sound scan at 16-20 days post-breeding. At this time, IF MARE IS IN FOAL, Client MUST email Angela Alvarez at angelaalv@aol.com of the situation and schedule a second ultra-sound scan for 32-35 days post-breeding, and a palpation between 50-55 days post-breeding to confirm pregnancy. **It is MANDATORY that Client or Client's veterinarian's office notify VA by email of mare's pregnancy status at the FIRST ultra-sound scan.** IF MARE IS NOT IN FOAL, Client MUST email Angela IMMEDIATELY so we know your mare will be needing semen. _____ **Initials**

D. The Client understands that the mare's Breeding Passport must be signed and returned to VA within 10 days following the 50-55 day palpation or the live foal guarantee is null and void.

E. The Client understands that it is essential to email Angela Alvarez, Breeding Mgr. at VA, at the beginning of the mare(s) heat cycle, so that VA may advise the Client of the days in which the stallion will be collected.

F. Semen availability for your mare will depend on the day of the week and the time of day the order is placed, as well as on any previous orders received by VA prior to your request. We suggest that you make your request as soon as you and/or your vet makes the determination that your mare will need a shipment.

IMPORTANT!! Requests for semen shipment MUST be made by 10:00 a.m. Pacific time or earlier on the day semen is to be collected and shipped. If you need semen to arrive on a Saturday, you must order it no later than Friday morning at 10:00 a.m. Pacific time. VA may refuse to ship semen to Client, at any time, if these procedures are not followed.

G. It will be the Client's responsibility to contact VA for a Transported Semen Certificate, which is needed to register their foal. The fee for the Transported Semen Certificate is \$35.00. When naming a resulting foal from this breeding, Client agrees **NOT** to use the letter "V" after the foal's name. VA reserves the exclusive right to use the letter "V" after any foal's name, which designates the foal was bred solely by and for Varian Arabians. _____ **Initials**

H. **REMINDER!! IF THE BREEDING IS NOT USED BY THE END OF THE BREEDING SEASON SPECIFIED IN THIS AGREEMENT, THERE WILL BE A \$500 HANDLING FEE TO CARRY OVER THE BREEDING TO ANOTHER YEAR.**

ALL MONIES PAID TO VA FOR THE BREEDING SPECIFIED IN THIS AGREEMENT ARE NON-REFUNDABLE. THERE WILL BE NO CASH REFUNDS.

III. DEATH OF STALLION / DEATH OF MARE

A. DEATH, LOSS OF FERTILITY, SALE OR CASTRATION OF STALLION

In the event of the death, loss of fertility, sale or castration of the stallion named in this contract, and if the Client's mare is not checked in foal, or if mare does not hold the pregnancy, VA's obligation to Client will be limited to substitution of another stallion currently standing at Varian Arabians. Client's obligation will be to use one of the VA stallions currently standing. Any monies paid towards a breeding to a VA stallion affected by any of the above situations will be credited towards the breeding fee of the substituted VA stallion. **THERE WILL BE NO CASH REFUNDS.**

B. DEATH OF MARE

In the event of the death of the mare named in this contract, Client would be limited to the following options:

1. ***Replace the mare.*** Client will have the option to substitute another mare and continue breeding for this breeding season, or postpone the breeding until the next breeding season. A handling fee of \$500 will be applicable to the postponement of this breeding to the next breeding season.
2. ***Sell the breeding.*** Client will have the option to sell this breeding to another party. Client is not allowed to advertise this breeding, but they can contact various Arabian groups to make the sale of this breeding known. A handling fee of \$500 will be applicable to the transfer of this breeding to a new party. **THE SELLING OF THIS BREEDING MUST HAVE VA APPROVAL.**

IV. RELEASE OF LIABILITY

Client fully understands, authorizes and assumes the special risks inherent in breeding Arabian Horses with the use of transported semen. Client also understands the risk of failure due to many variables and unknown causes and shall hold Varian Arabians and stallion owner harmless from any losses suffered due to any unsuccessful attempt at conception. Client further understands that the costs of such setbacks are considered part of the "normal risk and cost of doing business and breeding Arabian horses" and shall further hold Varian Arabians and stallion owner harmless from any such claims whether ordinary, special, incidental or consequential. This Stallion Service Contract for breeding by transported semen may not be assigned or transferred to another person, or to another mare, without the written consent of Varian Arabians.

V. PAYMENT AGREEMENT

Client agrees to pay all fees specified in the Stallion Service Contract. Client must provide VA with a credit/debit card to guarantee their financial obligations with VA. Payments in excess of 10 days late will be subject to a \$10.00 daily late charge. If a client does not pay a statement in full within 30 days from the date of said statement, it is understood by and between the parties hereto that VA necessarily suffers damage as a result of such nonpayment, particularly since VA is obligated to pay its suppliers, staff, and contractors regardless of nonpayment by the client. It is therefore agreed that VA shall each month charge, and the client shall be obligated to pay, the amount of \$10.00 per day on any unpaid balance outstanding on a statement for more than 30 days as liquidated damages, and not as a penalty or interest on the unpaid balance. The foregoing shall not be considered an extension of credit or an agreement for the forbearance of any amounts due to VA. Clients whose payments are in excess of 30 days past due shall also be in breach of contract, and VA reserves the right to charge Client's credit/debit card without notice for any outstanding amounts in order to bring the account current. Upon said breach of contract by Client, VA shall cease all further services, and retain all funds received to date as liquidated damages. Said damages can include costs of collection, bookkeeping, lost interest, and such other damages. ____ **Initials**

VI. BREACH OF CONTRACT

Should one party breach this contract for transported semen, the breaching party shall be responsible for all attorney's fees and their expenses related to such breach.

VII. LIEN

Client grants to VA a lien upon and security interest in any foal produced by a breeding to a VA stallion to secure all obligations and amounts due under the or any contract with VA or its affiliates. VA may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it is believed that the foal is kept, or in which the Client resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If at any time, the Client's balance is unpaid for thirty (30) days or more, or Client is otherwise in default of this or any other contract with VA or any of its affiliates, VA may withhold the Transported Semen Stallion Service Certificate that is required for registering the foal.

VIII. ACCEPTANCE

This contract for transported semen is not effective until approved and executed by VA. VA reserves the right to reject any mare at its sole discretion. A copy of this fully executed agreement is available to Client upon request.

IX. VENUE

The terms of this Contract and disputes developing thereunder shall be enforced and construed in accordance with the laws of the State of California, County of San Luis Obispo. Venue shall be in the County of San Luis Obispo, and the undersigned hereby submits themselves to the jurisdiction of the courts in that area. This Contract shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. This Contract is made, entered into and is to be performed in Arroyo Grande, California, and is effective the date shown above.

I have read and understand this entire agreement, and hereby agree to its contents.

Client

Varian Arabians (agent)

Date

Date

This entire document is protected by copyright law for Varian Arabians. Any use or reuse, in part or in whole shall be in violation of United States Copyright Law.

Varian Arabians Mare Health Form

MARE OWNER _____ PHONE _____

ADDRESS _____

MARE'S NAME _____ DOB _____

BREED _____ REG # _____ COLOR _____

FOALING MARES: DATE DUE TO FOAL _____ DATE FOALED _____

NON-FOALING MARES: DATE OF LAST HEAT CYCLE _____

TENTATIVE BREEDING DATE _____ STALLION _____

DATE OF UTERINE CULTURE _____ RESULT _____
(NOT NECESSARY ON MAIDEN MARES OR FOAL HEAT MARES)

DATE OF UTERINE BIOPSY _____ GRADE _____
(MANDATORY AT 4TH CYCLE OR FOR A MARE WITH DIFFICULTIES CONCEIVING OR MAINTAINING A PREGNANCY)

BREEDING HISTORY:

LIST LAST 3 YRS. BRED _____ LAST 3 YRS. FOALED _____

HAS MARE EVER ABSORBED AN EARLY PREGNANCY? _____

ABORTED? _____ PROGESTERONE HISTORY _____

HAS SHE HAD A POSITIVE UTERINE CULTURE? _____ GROWTH? _____

TREATMENT _____

CASLICKED? _____ RETAINED PLACENTA? _____ DYSTOCIA? _____

DOES MARE CYCLE REGULARLY AND SHOW HEAT WELL? _____

Veterinarian Name

Phone Number

Address

City

State

Zip

Veterinarian's Signature

Mare Owner's Signature

PLEASE RETURN THIS FORM COMPLETED WITH A COPY OF REGISTRATION PAPERS TO:

VARIAN ARABIANS
1275 CORBETT CANYON RD.
ARROYO GRANDE, CA 93420
OR FAX TO (805) 489-5977

VARIAN ARABIANS
GENERAL PROCEDURES TO FOLLOW
WHEN BREEDING WITH TRANSPORTED SEMEN

1. Complete and sign the **TRANSPORTED SEMEN CONTRACT AND MARE HEALTH FORM/IDENTIFICATION CERTIFICATE** and return them with a payment for the breeding fee deposit as detailed in the contract. Please be sure that you have supplied Varian Arabians with your credit card and/or Federal Express account number(s). This will ensure your ability to acquire Transported Semen when your mare is ready to be bred. You are to keep the **MARE IDENTIFICATION PASSPORT** for your Veterinarian to document each insemination and pregnancy check. You will **RETURN** the **MARE IDENTIFICATION PASSPORT** after the 50-55 day pregnancy check has been performed. It **MUST** be completed and signed or the live foal guarantee is null and void.

2. Enclose 1 **PHOTO** of your mare and a copy of her **REGISTRATION PAPERS** and if she's being leased, a copy of the Lease Agreement.

3. We recommend you have access to a gelding or stallion to tease your mare.

4. You or your Veterinarian **MUST** contact VA at the beginning of your mare's heat cycle in which you wish to breed your mare. VA stallion collection days are Monday, Wednesday and Friday. You or your Veterinarian will contact VA and may request semen at that time on a designated collection day, and verify all shipping instructions. **YOU MUST CONTACT VARIAN ARABIANS PRIOR TO 10:00 A.M. PST ON THE DAY YOU WISH THE SEMEN TO BE SHIPPED.** If you need another shipment, contact VA as soon as possible to order.

5. VA will automatically ship the semen via Federal Express Next Day Service, unless advised differently. **THE SHIPPING ARRANGEMENTS WILL BE CONFIRMED AT THE TIME THE SEMEN REQUEST IS MADE.**

6. Your Veterinarian must inseminate your mare as soon as possible post-arrival and you will make the necessary arrangements to return VA's Equitainer by Federal Express, UPS, or Express Mail.

7. The Blue **DELIVERY AND MARE IDENTIFICATION CERTIFICATE** (enclosed inside the Equitainer) **MUST** be completed and signed by the attending Veterinarian. You **MUST** return the certificate immediately by either enclosing it in the returning Equitainer, FAX the certificate to VA (805) 489-5977, or mail directly to Varian Arabians. **NO NEXT CYCLE SHIPMENTS WILL BE MADE UNLESS THIS CERTIFICATE HAS BEEN COMPLETED AND RETURNED.**

8. **YOU WILL HAVE YOUR MARE ULTRASOUNDED 16 DAYS, 32 DAYS AND 45 DAYS POST POST BREEDING AND PALPATED AT 60 DAYS. CALL VA WITH THE RESULTS, POSITIVE OR NEGATIVE, SO WE MAY UPDATE OUR RECORDS AND PUT YOU ON THE LIST FOR ANOTHER SHIPMENT IF YOUR MARE IS NOT IN FOAL.**

BREEDING PASSPORT

This record must be dated and signed by the attending Veterinarian on each occasion that the mare is inseminated and checked for pregnancy. This record must be returned to Varian Arabians within 10 days after the 50 - 55 day examination or all guarantees are null and void. If the mare is not in foal and Varian Arabians has approved a rebreed for the next breeding season, you must still return this form to Varian Arabians.

MARE NAME: _____ OWNER: _____

Color, markings and description of mare: _____

INSEMINATION DATES:

1. _____ 5. _____

2. _____ 6. _____

3. _____ 7. _____

4. _____ 8. _____

I HEREBY EXAMINED THE ABOVE MARE ON THE FOLLOWING DATES AND FOUND HER TO BE:

_____ in foal _____ not in foal Date _____ Vet _____

_____ in foal _____ not in foal Date _____ Vet _____

_____ in foal _____ not in foal Date _____ Vet _____

_____ in foal _____ not in foal Date _____ Vet _____

I, the undersigned Veterinarian, duly licensed by the State of _____
do hereby attest to the following: I artificially inseminated the above mare, on the aforementioned
dates, with semen from the stallion _____ as designated on the
equitainer and inseminations were carried out in accordance with standard veterinary practices.

Veterinarian Signature

Veterinarian Name

Date License Number

Address