

AMIN ARABIANS
15729 S Macksburg Rd
Molalla, Oregon 97038
503-319-7004
503-390-2888
aminarabians@yahoo.com

SERVICE CONTRACT

PARTIES

This agreement is made this _____ day of _____, 20____, by and between Amin Arabians 15729 S Macksburg Rd, Molalla, Oregon 97038 (herin after "AA" and:

Name (herinafter Customer)

Address

Telephone number(s)

City, State, Zip

Fax

Email

HORSE

Whereas, the customer wishes to breed the Arabian (other) Mare: _____

Sire: _____ Dam: _____ AHA# _____ Age: _____

CUSTOMER

The Customer, hereby contracts to breed the above named mare to the Arabian Stallion

Bolero Kid V AHA #550064 during the 20____ Breeding Season.

BREEDING

The breeding fee shall be \$1,500.00 (booked before 12-31) \$1,800.00 there after (USD)
\$500.00 USD Non-refundable booking fee payable at signing of contract.

\$ _____ USDA Balance due prior to first shipment of Semen.

It is agreed customer will pay by check or money order, credit cards not accepted

Customer signature

Amin Arabians Signature

Date

Date

1. BREEDING:
Bolero Kid V will be standing at Amin Arabians. All payments to be made to Tom and or Laura Hurzeler, 15729 S. Macksburg Rd, Molalla Oregon 97038
(NAME OF MARE, REGISTRATION # AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT)
2. OTHER SERVICES AND EXPENSES:
A) FOR TRANSPORTED (COOLED) SEMEN:
Prior to the transportation of semen all fees in connection with shipping must be paid in full. The semen collection and transportation fee shall be \$275.00 for next day delivery (FedEx) and \$450.00 for same day delivery (Courier service to Air Port) Purchaser shall pay additional charges for Saturday delivery as per services rendered. Shipment container must be returned via FedEx overnight services within 72 hours of receipt. In the event of a container not being returned on time there is a \$25.00 per day late charge. All fees, deposits and late charges must be paid in full prior to each shipment.
NOTE: FIRST SHIPMENT OF SEMEN IS INCLUDED WITH ALL PAID IN FULL BREEDINGS.
3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN
Prior to the semen shipment to the mare owner, Amin Arabians shall be furnished with a copy of the Mares registration papers.
4. TRANSPORTED SEMEN AGREEMENT
 - A) Collection Schedule- collection of semen for shipment will occur Monday, Wednesday and Friday throughout the designated breeding season. Shipment will be by priority overnight FedEx unless otherwise designated.
 - B) Notification for shipment - Mare owner must notify 24 hours in advance of their need for semen shipment. Owner expressly acknowledges that all orders for semen are subject to availability.
 - C) Designated breeding season – Breeding season is from February 15 through August 1.
 - D)
5. REBREEDING PRIVILEGE:
Amin Arabians anticipates a live foal from this mating. A live foal is defined for the purposes hereof as one that stands and nurses for at least 24 hours. Should the mare abort at any time after being confirmed in foal to the stallion, or should her foal be born dead, the mare owner is guaranteed a return privilege for the same mare of a substitute mare during the same or next season free of any additional fees except for any unpaid services, expenses, of fees under number 1 and 2. If a return privilege is exercised after the same or next season a fee of \$250.00 shall be charged and paid plus any unpaid services, expenses under number 2. The return breeding privilege can only be exercised for the two (2) breeding seasons following the initial breeding season.

This privilege shall not apply unless Amin Arabians is notified within ninety-six (96) hours of delivery of the aborting foals death and a statement by a licensed veterinarian follows 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 mare has been afforded all reasonable protection.
6. CONTRACT NULLIFICATION:
It is understood that 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, money paid as breeding fees only shall be refunded as per #10 to the Mare Owner while monies paid for services under #2 shall not be refunded. Furthermore, in the event the Stallion dies or becomes unfit for services, frozen semen will not be made available to fulfill this contract.
7. REPRESENTATION:
Amin Arabians hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report and that any other information on the report shall be accurate. AMIN ARABIANS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
8. WAIVER OF LIABILITY
Except in the event of gross negligence, recklessness, or willful misconduct by Amin Arabians, its agents, servants or employees (the "parties") shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provisions of any service to the Mare. Mare Owner understands that Amin Arabians does not provide any public liability, accidental injury, theft or Equine Mortality insurance on the Mare or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with breeding or provision or any service to the Mare and such foal shall be born solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT AMIN ARABIANS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NON-PERFORMANCE OR OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT, IN NO EVENT SHALL AMIN ARABIANS BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING FROM THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER

9. PAYMENTS OF FEES:

Mare Owner hereby agrees to pay Amin Arabians all applicable charges, fees, services and expenses identified on the agreement. Except for those which require payment in advance all charges, fees and expenses shall be due and payable within 15 days of any invoice rendered. All payments should be made to Thomas and/or Laura Hurzeler, 15729 S Macksburg Rd, Molalla, Oregon 97038.

10. REFUND OF FEES

The only fees that are refundable under this agreement are the breeding fees less the non-refundable booking fee. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason.

The fees are refundable only as follows

Fully refunded if no semen has been shipped or breeding attempted

No refund will be made if semen has been shipped or breeding attempted in two or more years.

11. TRANSFERS OR SALE OF BREEDING

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The breeding has been completely paid for, the new Mare Owner executes a new service contract and pays 20% of the breeding fee as a transfer fee within 30 days of the sale or the breeding becomes nullified. There are no other provisions for the transfer or sale of these rights.

12. MISCELLANEOUS PROVISIONS:

Mare Owner hereby agrees to indemnify and hold harmless Amin Arabians from and against any and all claims, demands or action, damage, costs and expenses. Losses or liabilities, at law or in equity, or every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or person of 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 Mare while in their custody.

The agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof except as otherwise provided herein, this agreement may be amended or modified only in writing, with 30 days notice, signed by both parties. Any communications or notice made in connection with this agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the US Mail properly addressed to Amin Arabians with proper postage for First Class Mail Delivery.

Mare Owner shall reimburse Amin Arabians for all costs, fees, and expenses including reasonable attorney fees incurred by rights under this agreement and for all federal, state and local sales or use tax liabilities if any connected with however, taxes based on the net income of Amin Arabians.

In the event of dispute between parties concerning this agreement, the prevailing party whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney fees, costs, and disbursement arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

This agreement may be executed in counterparts. Any lawful or unenforceable provisions of the agreement shall be servable without affecting the validity of the balance of the agreement.

The agreement shall be governed by the laws of the State of Oregon. Any disputes related to this agreement shall be resolved by binding arbitration through the American Arbitration Association in Clackamas county, Oregon before a single neutral arbitrator who shall be familiar with the equine industry and who shall award costs and attorney fees to the prevailing party.

Signature

Date