

R.O. Lervick Arabians Shipped Semen Agreement

I, _____ (mare owner) hereby agree on _____ (date), to purchase a breeding by SHIPPED SEMEN to the stallion, _____, AHRA registration number _____ for the _____ (year) breeding season subject to the following conditions:

This contract is valid for three successive breeding seasons following the date of this agreement.

A copy of the Mare's registration certificate must be provided prior to shipment of semen.

1. **BREEDING:** I agree to pay the Purebred Arabian Stallion Fee of \$_____ or the Half Arabian Stallion fee of \$_____ which includes a \$500.00 non-refundable booking fee. In addition to this fee, and with the understanding that breeding under the terms of this agreement shall be by SHIPPED SEMEN, mare owner agrees to pay \$300.00 for each container of transported cooled semen that is shipped from R.O. Lervick Arabians ("Breeder") to the location requested by owner. **All such fees must be paid current as of the date owner requests the shipment of semen.** Semen will not be shipped unless fees are paid in advance. Mare owner may provide R.O. Lervick Arabians with a valid credit card number in advance to cover shipment fees. Shipped semen fees are subject to change.

Equitainers for shipment of cooled semen shall be provided by R.O. Lervick Arabians at their discretion, and such containers shall be returned at owner's expense immediately following insemination of mare. Owner shall pay a \$25.00 per day late fee for all containers not returned within four (4) days of their receipt.

It is understood that all mares on the premises of R.O. Lervick Arabians shall have priority for breeding and that shipped semen shall be available secondary to the priority of such on-premises mares.

2. **SEMEN SHIPMENTS:** Mare owner shall notify R.O. Lervick Arabians when the mare is coming into heat. Requests for shipments of semen shall be made during business hours, two (2) days before a semen shipment is desired. Owners shall confirm the semen shipment prior to 9:30 AM PST on the day of the shipment. All shipments shall be made by Federal Express, UPS, or other service at the breeder's discretion. Owner agrees to pay an additional \$100.00 courier fee if same-day shipment is requested. Owner agrees to pay any additional shipping fees if counter to counter charges are in excess of \$100.00.

3. **BREEDING WITH SHIPPED SEMEN:** Mare owner shall be responsible for all insemination and veterinarian services required to timely breed owner's mare with cooled transported semen. R.O. Lervick Arabians shall be held harmless from any liability, which arises as the result of the preparation for and actual insemination of owner's mare.

4. **LIVE FOAL GUARANTEE:** If owner's mare fails to settle, or conceives but fails to produce a live foal as the result of insemination by transported semen during the current breeding season, and all conditions of this agreement have been met, a re-breed of the mare will be honored during the two (2) successive breeding seasons. The mare must be brought to R.O. Lervick Arabians' facility or to an R.O. Lervick Arabians' approved breeding facility for breeding. An additional non-refundable booking fee of \$300.00 will be assessed for all such return breedings. At breeder's discretion, a replacement mare may be requested for the re-breeding. If mare or its substitute fails to produce a live foal after two successive breeding seasons (or if mare owner decides not to attempt rebreeding), this contract shall become null and void and the balance of stallion fee, less booking and shipped semen fees, refunded.

The term "Live Foal" shall mean a foal that stands, nurses, and survives twenty-four hours. All foals born to mares which have been bred to a stallion owned or leased by R.O. Lervick Arabians shall be live foals unless the Farm receives written notification within ten (10) days of the date of death,

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signed by a licensed practicing veterinarian certifying that such foal was not a live foal. If mare is not vaccinated against Rhino-Pneumonitis and abortions, the Live Foal Guarantee, and the entire stud fee, shall be forfeited.

The Live Foal Guarantee in this contract is non-transferable and non-assignable, and should the mare be sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee granted hereunder shall be void.

5. **REGISTRATION OF FOAL:** Mare owner must pay all fees due under this contract in order for the foal to be eligible for registration. Owners of Half Arabian foals resulting from this breeding shall present breeder with a completed registration application for breeder's signature. Owners of Purebred Arabian foals resulting from this breeding shall request a Transported/Stored Semen Service Certificate after the birth of the foal.

6. **STALLION DISABILITY:** The parties agree that should the stallion die or become unfit for service for any reason, this contract shall become null and void, and both parties are relieved from any obligation hereunder. If, under these circumstances, monies have been paid under the terms of this contract by the mare owner toward the stallion fee, such funds, with the exception of the non-refundable booking fee, shall be returned to the mare owner, so long as mare owner has paid all other expenses due and owing under the terms of this agreement.

7. **LIMITATION OF LIABILITY:** Any disputes arising under the terms of this contract shall be resolved under Washington law before Snohomish County Washington District or Superior Courts. Notice of service of process in connection with any legal action arising under the terms of this agreement shall be deemed received so long as either party mails such notice by regular U.S. mail to the other party at addresses listed herein. All costs and attorney's fees incurred as a result of any lien foreclosure actions arising under the terms of this contract shall be paid by the owner. Costs and attorney's fees which are incurred as a result of any other dispute arising under this agreement shall be paid by the non-prevailing party.

SIGNED this _____ day of _____, 20____.

R.O. Lervick Arabians
P.O. Box 699
Stanwood, Washington 98292

By: _____
Title: _____

Owner: _____
(Print Name)

(Signature)

(Address)

(City, State, Zip Code)

(Telephone number)