

# Legendary Arabians

30136 Rolling Hills Rd  
Caliente, CA 93518

phone: (661) 867-6200  
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Betsy Teeter: bteeter@bakersfieldrealtor.com  
Sharon Byford-Ruth: aulmagic1@yahoo.com

## Transported Semen Breeding Agreement

This Agreement, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, is between Legendary Arabians, hereinafter referred to as STALLION OWNER, and \_\_\_\_\_, hereinafter referred to as MARE OWNER (recorded owner of mare, authorized agent for mare owner, or lessee).

Subject to following terms and conditions, I/We the undersigned:

Name \_\_\_\_\_  
Individual                      General Partnership                      State                      Corporation  
Other (describe): \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Farm Address (if different from above) \_\_\_\_\_

Area Code/ Home Phone \_\_\_\_\_ Area Code/ Business Phone \_\_\_\_\_

Area Code/ Cell Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Agree(s) to breed the following MARE:

NAME \_\_\_\_\_ AGE \_\_\_\_\_ BREED \_\_\_\_\_ REG# \_\_\_\_\_

To the purebred Arabian STALLION, Aul Magic (Aulrab x Magic Alarieha), Registration # 345225, in the 20\_\_\_\_ breeding season.

In consideration for this breeding, MARE OWNER agrees to pay the stud fee, as well as any additional charges relating to semen shipment, or board, insemination and care costs, as specified herein. MARE OWNER must return one signed and dated copy of this contract, with the booking fee, to initiate this contract. If applicable, copies of the MARE lease agreement or agency agreement must be provided with the signed breeding contract.

STALLION OWNER hereby agrees to provide fresh cooled semen from STALLION for said MARE, with a special limited live foal guarantee, as described below, under the following terms and conditions:

1. The stud fee shall be \$ \_\_\_\_\_ which is due and payable as follows:
  - a. A non-refundable booking fee of \$350.00 is payable upon the execution of this agreement by the MARE OWNER.
  - b. \$ \_\_\_\_\_ (50% of the stud fee, minus the \$350.00 booking fee) is due prior to shipment of semen.
  - c. \$ \_\_\_\_\_ (50% of the stud fee) is due within 10 days of a 60-day positive pregnancy exam, or per the attached payment schedule, if applicable.
2. Shipped semen fee is \$300.00 for the first shipment of semen and \$250.00 for each subsequent shipment, if additional shipments are required. The initial shipping fee is due 30 days prior to shipment of semen.
 

Semen shipments include two insemination doses. Shipping fees help cover the expense of collecting, processing, packaging and shipping the semen. Included in the total fee per shipment are veterinary and other labor and equipment costs related to the collection and shipment of the semen, as well as Federal Express charges and rental of the shipment container. A reusable disposable container is normally used. An Equitainer is available upon request and receipt of \$350.00 deposit. The container is to be returned to Legendary Arabians after insemination and shipped via Federal Express unless other means of shipment is approved.
3. Onsite insemination of MARE - If requested by MARE OWNER, MARE may be boarded at the facility where STALLION is collected. For onsite inseminations, the initial collection fee (\$300.00 per heat cycle in which the mare is inseminated) includes up to two semen collections. If subsequent collections are required in the same heat cycle, a fee of \$150.00 per additional collection will apply.
4. The MARE OWNER hereby certifies that MARE is in good physical and reproductive condition. MARE OWNER assumes all responsibility for the condition of the MARE.
5. MARE OWNER is solely responsible for all veterinary charges related to the insemination and pregnancy of the MARE.
6. All parties agree that semen shipped under this Agreement is to be used only for inseminating the MARE designated in this Agreement, or a substitute MARE chosen by mutual written consent.
7. ALL INSEMINATIONS MUST BE PERFORMED BY A LICENSED EQUINE PRACTITIONER, OR DULY QUALIFIED TECHNICIAN, WHO IS EXPERIENCED IN EQUINE ARTIFICIAL INSEMINATION.
8. Normal semen collection days will be determined by STALLION OWNER and will be furnished to the MARE OWNER and/or the MARE OWNER'S designated veterinarian or insemination technician.
9. MARE OWNER assumes the duty of notifying, or making sure that notification is given to, STALLION OWNER as to expected insemination date, the start of the MARE's breeding heat cycle, and status of the MARE's cycle.

11. Any request for same-day shipment of semen must be coordinated with LEGENDARY ARABIANS through Betsy Teeter or her representative. It is understood that same-day shipment of semen may not always be possible, although STALLION OWNER will attempt to provide this service in emergency situations. Additional charges for same-day shipment may apply and will be determined prior to shipment or as agreed with MARE OWNER.
12. It is hereby understood that the semen shall be shipped to the MARE OWNER's licensed equine practitioner or duly qualified technician, designated herein:

\_\_\_\_\_  
Name

Shipping address for semen:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code/ Phone (day)

\_\_\_\_\_  
Area Code/ Phone (night)

\_\_\_\_\_  
Area Code/ Cell Phone

13. After breeding, MARE OWNER hereby agrees to have the MARE examined for pregnancy and to notify STALLION OWNER of the results within ten (10) days of the sixty-day pregnancy examination.
14. MARE OWNER agrees to register any purebred Arabian foal resulting from this breeding with the Arabian Horse Association. If the resulting foal is eligible for registration as a Trakehner, MARE OWNER agrees to register the foal with the American Trakehner Association. If the resulting foal is not eligible for registration as a purebred Arabian or Trakehner, MARE OWNER agrees to register the foal with the Half Arabian Registry administered by the Arabian Horse Association as a registered Half Arabian or Anglo-Arabian, as appropriate. Any additional registrations for which the foal may be eligible are optional, at the discretion of the MARE owner.
15. MARE OWNER agrees to register any foal resulting from the breeding under this Agreement by December 31 of the foal's year of birth. MARE OWNER assumes responsibility to comply with the rules and regulations of the appropriate breed registry and/or government agencies. If semen is shipped outside the United States, MARE OWNER will obtain any permits required to transport semen from the United States and assume financial responsibility for any applicable taxes, duties, or additional costs thereto. STALLION OWNER agrees to comply with rules and regulations of all applicable breed registries concerning STALLION ownership responsibilities, including purchasing and furnishing a transported semen certificate to MARE OWNER, if required to register any foal resulting from this Agreement.
16. MARE OWNER agrees to use AUL, AUR, AU or MAGIC as part of the foal's registered name, unless this is not allowed by the applicable registry. AUL (pronounced "ALL") and AUR (pronounced "our") are preferred, as they are most readily identified with these bloodlines.
17. SPECIAL LIMITED LIVE FOAL GUARANTEE. A live foal is guaranteed to result from the breeding covered by this Agreement. A live foal is defined as one who stands, nurses, and lives at least 72 hours. If the stud fee has been paid and the MARE booked herein fails to conceive, she may be rebred during the same breeding season and/or the subsequent breeding season (the following calendar year) at no additional stud fee. MARE OWNER remains responsible for all related breeding costs, including transported semen fees. Substitution of a MARE other than the MARE named in this Agreement shall be at the sole discretion of STALLION OWNER.

18. In the event of pregnancy loss, stillbirth or death of a foal, MARE OWNER must send a notification to STALLION OWNER of said loss. A rebreeding time shall be agreed to between the MARE OWNER and STALLION OWNER.

When rebreeding under the terms of this contract, the original stud fee shall be honored. MARE OWNER shall not owe any increase in stud fee between the first and second year of this contract.

In any case, the stud fee shall be carried forward only one additional breeding season. Thereafter, LEGENDARY ARABIANS shall be deemed to have fulfilled the terms of this Agreement and earned the stud fee, and has no obligation to accept the MARE or a substitute MARE for further breeding.

19. Should the STALLION die or become unfit for service during the life of this contract, STALLION OWNER shall have the option of:

- i) Providing frozen semen from the STALLION, if it is available, or
- ii) Breeding the MARE to a substitute STALLION who is mutually agreed upon by the MARE OWNER and STALLION OWNER.

If the above options are not available, the stud fee (excluding the booking fee) shall be refunded to the MARE OWNER and this agreement shall terminate and become null and void. MARE OWNER shall be liable for all other breeding fees and related expenses incurred up to the date of death or incapacity.

20. Should the MARE die or become unfit for service during the life of this contract, then a substitute MARE shall be allowed for the balance of the contract term, at STALLION OWNER's discretion. If a substitute MARE is not available, the stud fee identified in Paragraph 1 (excluding the booking fee) shall be refunded to the MARE OWNER and this agreement shall terminate and become null and void. MARE OWNER shall be liable for all other breeding fees and related expenses incurred up to the date of death or incapacity. Unused paid shipping fees will be refunded by STALLION OWNER.

21. In the event that any notice is to be given under the terms of this agreement, or if either party desires to give any notice to the other, such notice is to be given in writing and may be personally delivered to the other or sent by certified mail, return receipt requested, with all postage and certification charges thereon prepaid.

Notice to MARE OWNER shall be made to the address shown on the first page of this contract, or to such other address as MARE OWNER may hereafter direct in writing.

Notice to STALLION OWNER shall be to:

Attn: Betsy Teeter  
Legendary Arabians  
30136 Rolling Hills Rd  
Caliente, CA 93518

22. MARE OWNER assumes all responsibility for the health and condition of the MARE, and shall bear all risk of loss or damage. STALLION OWNER and its agents, employees, and each of them, and/or any employees or agencies thereof, shall not be liable or responsible, in any way, for any disease, death, accident, or injury to the MARE, and MARE OWNER therefore holds harmless these persons and businesses from any and all damages therewith. In addition, although STALLION OWNER will exercise due diligence regarding collection and shipment of semen, the STALLION OWNER and/or its agents, employees and each of them, shall not be responsible for any delays or failures in semen delivery.
23. MARE OWNER may not assign any rights or delegate any duties under this agreement without the prior written consent of STALLION OWNER.
24. This Agreement shall become a binding agreement when a signed copy is returned to Legendary Arabians by the MARE OWNER and signed and accepted by STALLION OWNER. This agreement shall be governed by the laws of the State of California, and jurisdiction and venue shall be in Kern County, California. In the event that legal counsel is retained to enforce the provisions of this agreement, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

I/We the undersigned certify that I am/we are the MARE OWNER named herein or the duly authorized agent or lessee thereof, and as such have the authority to enter into this agreement, as witnessed by my/our signature(s). I/We also certify that I/we have read and understand the terms of this agreement and any fee schedules attached.

Other comments or additions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MARE OWNER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

LEGENDARY ARABIANS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature