



TRANSPORTED SEMEN BREEDING CONTRACT

2007

EL CAMINO RANCH

Date: _____ Stallion: _____ Reg # _____

Mare _____ Reg # _____

This contract is between William J. And LaVesta Locklin DBA El Camino Ranch, 11363 Walnut Road, Redlands, California, 92374, and _____, owner of above mare, whose address

is: _____; and

Phone # is _____; and e-mail address

is: _____. It is understood and agreed that the owner wishes this mare to be bred by Transported Semen (TS) to the above stallion, and the mare owner and El Camino agree to the following:

1. SERVICES

- a. The breeding season shall be from February 1 to July 15 of the year above.
- b. The stallion shall be standing at stud at El Camino Ranch, and EC will provide to the mare owner the TS of the above stallion via Federal Express or appropriate Airlines, in an approved TS mailing container.
- c. EC guarantees that the above stallion has a TS Stallion Permit from Arabian Horse Association, or other Registry.
- d. EC reserves the right to refuse service to any mare in the event that TS details cannot be arranged, or coordinated with EC.
- e. EC will ship semen only after receiving payment in full for the TS Breeding.
- f. EC is responsible for sending or giving a TS Breeding Certificate to the mare owner, (or signing off a registration application) and for completing the Stallion Report for the year mare is bred, and filing with the correct registry.
- g. EC takes no responsibility for the care & breeding technique used with the mare, and all risks connected with mare are the sole responsibility of the mare owner.

2. BREEDING FEES & RULES

- a. The total breeding fee of _____ will be paid prior to first shipment of TS.

- b. A \$250. Fee per collection will be paid as billed, or \$200. if personally picked up.
- c. A credit card number will be given to EC to pay for any shipping fees incurred, as well as \$250. fee in the event the Shipping Container is not returned usable.
- d. TS Breeding Certificate will be held by EC until all fees are paid by mare owner.
- e. Mare must be blood typed with the appropriate registry.
- f. Mare owner will furnish to EC a copy of the mare's registration prior to breeding, and the name and phone # of the mare's veterinarian or other party who will be breeding mare with the TS, plus the closest airport in the event that TS is needed on a weekend.
- g. Mare owner will return TS Shipping Container within 3 days of receiving it. \$25/ day late fee will be billed if not returned on time.
- h. Normal collection days are Monday, Wednesday, & Friday. We ask for a 24 hour notice when requesting a shipment.

3. LIABILITY

- a. Mare owner agrees to hold EC and any of its agents and employees harmless from any and all liabilities resulting in disease, illness, injury, or death of the above mare,

due to complications resulting from the TS Breeding or from any procedure associated with the TS Breeding of this contract.

b. Mare owner agrees that any misrepresentation of said mare shall result in the cancellation of this contract with non-refundable fees, and mare owner shall be liable for any costs resulting from the TS breeding under this contract.

4. REBREEDING AND GUARANTEES

a. Any mare checked "not in foal" at designated pregnancy check will receive another shipment of TS the same season or transfer breeding to the next season.

b. If the mare is given Rhinopneumonitis vaccination series on the 5th, 7th, and 9th months of pregnancy, the breeding is guaranteed to produce a live foal. A live foal is defined as one that stands & nurses without assistance and lives at least 72 hours. Abortion, or death of a foal prior to this 72 hour time period must be certified in writing by a veterinarian within one week.

c. In the event a live foal does not result from this breeding, fees will not be refunded. However, this mare, or a substitute mare may be rebred during the following season, by TS, or live cover. A \$300 Rebreed fee will be charged and same breeding rules apply.

d. If owner fails to request TS for rebreeding in the next season, all fees paid become non-refundable, and breeding privilege cancelled, with live foal guarantee becoming null and void.

e. No Live Foal Guarantee will accompany mare in foal at the time the named stallion dies or is declared unable to breed by a veterinarian. The owner will be offered the option in the next breeding season of breeding a mare to another EC stallion. If no other stallions are available, EC agrees to refund unused portion of breeding fee.

5. RULES AND LIMITATIONS

a. This contract does not establish a partnership or joint venture between mare owner and EC. EC is acting solely on behalf of itself individually and not as agent, employee, or general partner of mare owner in this contract.

b. This contract is given by and shall be construed under the Law of the state of California, USA.

c. In the event of a dispute which relates in any way to this contract, jurisdiction and venue shall be exclusively in San Bernardino County, California.

d. This contract shall, in all respects, bind and inure to the heirs, executors, administrators, successors, and assigns of the party.

e. Mare owner may not assign any rights or delegate any duties under this contract without the written consent of EC.

f. All understandings and agreements heretofore had between mare owner and EC are merged in this contract, which alone fully and completely expresses their agreement.

g. The spirit of this contract is to get said mare in foal by this stallion. By affixing their signatures below, all parties to this contract promise their wholehearted support to this end.

IN WITNESS THEREOF the undersigned have executed this agreement effective as of the date and year below.

Mare Owner

Date

Stallion Owner, or El Camino Agent