



01 Avenida Polo Garcia Peralta, NM 87042 USA ph:(505)702-2721

### SAMIR ALI BREEDING CONTRACT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

Name: \_\_\_\_\_

Address, City/State/Zip: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Hereinafter referred to as "Mare Owner" and ROSE OF CAIRO ARABIANS, 01 Avenida Polo Garcia, Peralta, NM 87042, hereinafter referred to as "Stallion Manager".

#### WITNESSETH

Whereas, Rose of Cairo Arabians shall stand the stallion, Samir Ali (AHR# 658686), hereinafter referred to as the "Stallion", and whereas, Mare Owner has the following Ownership or Lease (circle one) rights to the following said mare:

Registered Name of Mare: \_\_\_\_\_

AHR# \_\_\_\_\_ D.O.B. of Mare: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Whereas, Stallion will stand at stud for the current breeding season from February 15th to August 30th of the breeding year and that this period shall be defined as the normal breeding season (hereinafter referred to as the "breeding season"). Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of the Stallion Manager.

#### THE PARTIES HERETO AGREE AS FOLLOWS:

**FEES.** The 2015 Breeding Fee for Stallion is Fifteen hundred (\$1,500.00) dollars for all mares. The Breeding Fee shall be payable as follows:

A Booking fee of five hundred (\$500.00) dollars is due upon execution of this Breeding Agreement. The remaining balance is due prior to live cover or shipping of semen. All amounts paid by Mare Owner shall be non-refundable except as outlined in Agreement under EXPORTATION OR INCAPACITY OF STALLION sections hereof this agreement.

For said fees, the Stallion Manager hereby grants Mare Owner one season's booking during Mare's Breeding Period for Stallion's servicing of Mare, and hereby guarantees a live foal pursuant to the LIVE FOAL GUARANTEE section of this agreement. In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Manger an additional handling fee of three hundred (\$300.00) dollars prior to the rebreed. The rebreeding must occur the next calendar year.

**BREEDING.** Stallion Manager reserves the right to require a mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Manager also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if another applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another mare to fulfill the terms of this Agreement. The Stallion Manager reserves the right to remove the Stallion from the premises of Rose of Cairo Arabians or designated trainer's barn, for a period of time necessary to show and/or promote the Stallion in the best interest of the Stallion Manager and the Mare Owner. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare owner's responsibility to check on availability of Stallion for breeding during these times.

**LIVE FOAL GUARANTEE.** Should the Mare fail to conceive, abort, die, or not produce a "LIVE FOAL", ( Live Foal shall be defined as a foal that stands and nurses without assistance for a period of twenty-four (24) hours from the time of birth) then the Stallion Manager guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Manager) within the current or the following breeding season only. Mare Owner shall notify Stallion Manager within sixty (60) days of the last day of Breeding Season if the Mare did not conceive, in order to be eligible for a rebreed. Mare Owner shall also inform Stallion Manager within 30 days of the Mare's abortion, should the Mare abort. In the event the Mare does not produce a "Live Foal" then Mare Owner shall provide Stallion Manager with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within fourteen (14) calendar days of such death. In the event that Mare dies, Mare Owner shall provide Stallion Manger with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditioned upon Mare owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Manager with a certificate indicating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Manager shall have no further obligation under this section if:

1. Mare Owner fails to rebreed Mare during acceptable return breeding periods as defined herein.
2. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
3. Mare is bred by any other stallion without written consent by Stallion Manager prior to rebreed.
4. Mare is substituted with another mare without written consent by Stallion Manager.
5. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Manager as defined in this section.

**DEATH, EXPORTATION OR INCAPACITY OF STALLION.** Should Stallion die, or become incapacitated before Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Manager shall return the portion of the breeding fee paid by the Mare Owner. Should the Stallion die, or become incapacitated after servicing the Mare and Mare does not produce a Live Foal pursuant to this Agreement, then Stallion Manager shall return the portion of the breeding fee paid by the Mare Owner, less the booking fee and any outstanding miscellaneous fees. Should Stallion be exported prior to contractually agreed upon breeding season and the Mare does not produce a Live

Foal, then Stallion Manager shall return the breeding fee paid by the Mare Owner and this Agreement shall be nullified. Should the stallion be exported after the contractually agreed upon breeding season and the Mare does not produce a Live Foal, then Stallion Manager shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees.

**TRANSPORTED SEMEN.** All costs associated with handling, collection and shipment of transported semen shall be at the sole expense of the Mare Owner and all fees shall be paid directly to parties providing such services. Stallion manager shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the container has been shipped. **Stallion manager shall collect and transport semen Monday - Friday. Stallion Manager shall make exceptions for reasonable requests for shipped semen on Saturday with 48-hour advance notice.** Stallion Manager reserves the right to not collect or transport semen on Holidays. **Mare owner shall request collection and transported semen 24 hours prior to shipment.** Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance.

**INDEMNITY.** Rose of Cairo Arabians and its owners, principals, agents, employees, veterinarians, farriers, and Stallion Manager shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by Mare and/or Foal during the time that Mare is in the custody of Rose of Cairo Arabians, or for any other cause of action whatsoever arising out of, or in any way connected with breeding, boarding, conditioning, training, transporting or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare owner, its agents or employees may receive while on the premises of Rose of Cairo Arabians or its agent.

Mare Owner fully understands that Rose of Cairo Arabians does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and /or Foal, and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to mare and/or Foal are to be borne solely by Mare Owner. Under New Mexico Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.

**NOTE:** This contract is neither salable nor transferable without the prior written consent of Stallion Manager.

Agreement executed by Mare Owner this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Mare Owner Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

ROSE OF CAIRO ARABIANS:

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Method Preferred (circle one)

Check    Money Order    PayPal

If check or Money Order, please make payable to Rose of Cairo Arabians

If Paypal, please provide email address used below)

Email address for PayPal: \_\_\_\_\_

Please send executed agreement with booking fee to:

Brenda Dumas  
Rose of Cairo Arabians  
01 Avenida Polo Garcia  
Peralta, NM 87042  
roseofcairoarabians@yahoo.com