



*McDonald Arabians*

6835 East Peak View Road, Scottsdale, Arizona 85266, 602-692-3204, 480-473-9219 facsimile

## 2009 BREEDING CONTRACT

### 1. Parties.

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between McDonald Arabians and:

\_\_\_\_\_  
Name & Address (hereafter known as "Client").

### 2. Breeding.

Client contracts to breed this mare to **ADONIIS**, standing at McDonald Arabians. The stud fee is: (\$2,500) Two Thousand Five Hundred Dollars. A non-refundable booking fee of \$500.00 per breeding, is payable upon execution of this contract and the balance due shall be payable prior to the shipment of semen or breeding of the mare. The breeding season will end on August 1<sup>st</sup> of each year, unless otherwise changed in writing.

### 3. Mare.

This agreement pertains to the purebred or part Arabian mare (herein after "the horse" or "the Mare"):

\_\_\_\_\_  
Name of Mare (Sire x Dam) & Registration number

### 4. Payment Methods.

Either the credit card information below must be completed in full to authorize services; or a cashiers check will be issued to McDonald Arabians before services are performed.

PAYMENT METHOD: visa \_\_\_\_\_ - discover \_\_\_\_\_ - mastercard \_\_\_\_\_

Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Code: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name On Card: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

Tax Id Number (SS#): \_\_\_\_\_ AHA #: \_\_\_\_\_

### 5. Shipment Information.

Location address: \_\_\_\_\_

Name & Telephone #'s: \_\_\_\_\_

Veterinarian: \_\_\_\_\_



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## **6. Transported Semen.**

McDonald Arabians will ship semen on request. A 24 hour notice is mandatory. Mare owner agrees to pay the following:

\$300	Refundable Container Deposit.
\$ 20	Daily Equitainer fee for containers not returned within 3 business days.
\$275	Transported semen handling fee per shipment.
\$100	Courier for same day airline counter service.
Rates	Postage and Shipping costs are at their current rates.

Client may request as many shipments during the breeding season as may be required. Container deposit and Handling fee must be paid prior to shipment being sent.

## **7. Artificial Insemination.**

McDonald Arabians will make accommodations for mares to breed on facilities. Proof of all vaccinations and health inspection will be required before the arrival of the mare. There will be a one-time handling of \$200 payable to McDonald Arabians upon her arrival. All other costs and regulations are governed by the McDonald Arabians Management Contract and Rate Sheet.

## **8. Rebreeding.**

This breeding comes with a Live Foal Guarantee. If the mare does not produce a live foal (one that stands, suckles, and survives seventy-two hours (72 hours) as certified by a licensed veterinarian within one week of such determination and provided to McDonald Arabians within thirty (30) days thereafter; McDonald Arabians will provide a re-breeding the following breeding season for a handling charge of \$300, providing: A) The failure of the mare to produce a "live foal" was not caused or contributed by any act or omission of Client or any other person or entity. B) The mare was properly vaccinated against a rhinophemonitis abortion. C) Client is not in breach of any obligation owed by Client to McDonald Arabians. The rebreeding is available only for the same mare or a substitute approved by McDonald Arabians. Although all efforts will be made, McDonald Arabians is not responsible if the stallion is not available for breeding in future breeding seasons.

## **9. Miscellaneous.**

Client represents that the mare is suitable for breeding and free from any illness or disease that may interfere with such breeding. The client may not assign any rights or delegate any duties under this agreement without prior written consent of McDonald Arabians. This contract is not transferable to a third party without prior consent in writing by McDonald Arabians. Either McDonald Arabians or the Client may terminate this agreement at any time upon thirty (30) days' written notice provided that, in the event of default by one party, the other party may terminate at any time without prior notice.

## **10. Entire Agreement; Jurisdiction; Attorney's Fee.**

This agreement contains the entire understanding of the parties concerning its subject matter. This agreement, fees involved, and liability may vary if relocation of the said stallion occurs. This agreement may only be modified in writing. Headings are for convenience only and are not part of the agreement. The invalidity of or unenforceability of any term or provisions shall not affect the validity and enforceability of the remainder. The agreement shall be construed and governed by the laws of the State Of Arizona, and the venue shall be in Maricopa County, Arizona. In the event legal counsel is retained to enforce the provisions of this agreement, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs. This contract shall be a binding contract when signed and accepted by McDonald Arabians.

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Client signature and date

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McDonald Arabians signature and date