



Scottsdale Signature Stallion SERVICE BREEDING AGREEMENT

Lot # _____ Purchase Amount _____ Deposit _____

Breeding Year **2019** Stallion Name _____

Stallion Owner/Agent Information:

Farm Name _____ Contact Person _____

Address _____ City/ State/Zip _____

Phone _____ Email _____

Stallion Standing at (Farm Name): _____

Fresh Semen Available Frozen Semen ONLY Mare Care Is Available ~ Fee/day: _____

If breeding is to be done by frozen semen only, Stallion owner must ensure that at least ten (10) straws of frozen semen will be available for this breeding.

Collection Fee: _____ Shipped Semen Fee: _____ Container Deposit (refundable): _____

Additional Fees: _____

Stallion Owner/Agent Signature _____ **Date:** _____

Purchaser hereby acknowledges that I/we purchased breeding to the above named stallion to be used during the current breeding season (year). To a mare of my choice, for the sum listed above, after having made the high bid and being declared "Purchaser" at auction in Scottsdale, AZ. I acknowledge and agree to the listed fees. Purchaser also agrees to be responsible for compliance with the requirements as set forth in the breeding contract including, but not limited to health papers, vaccinations, normal mare care fees and miscellaneous charges. Purchaser has the right to sell or transfer breeding, but must notify the Arabian Horse Association of Arizona with new owners contact information.

Purchaser further agrees that a nonrefundable down payment of FIFTY PERCENT (50%) OF THE PURCHASE PRICE IS PAYABLE AT TIME OF SIGNING OF THIS CONTRACT; balance is payable to Arabian Horse Association of Arizona prior to time of service of mare, or April 1 of auction/breeding year whichever date is the earlier. Purchaser agrees to pay the bid price in full on this date, or on the terms provided in this contract and to execute a promissory note for the remaining balance due. It is further agreed that at time of full payment of the breeding fee, a certificate provided by the Arabian Horse Association of Arizona will be forwarded to Purchaser and that the certificate must be presented on delivery of the mare to the stallion owner prior to breeding of the mare.

In the event the stallion owner by reason of death or injury of the stallion is unable to fulfill this agreement, the breeding deposit will be refunded without interest, unless there is frozen semen available. If the stallion is sold, leased or relocated with in the United States of America prior to the conclusion of the breeding season, the stallion owner shall be responsible to the Purchaser for increases of fees and costs in breeding to the stallion in excess of those fees set forth in the Stallion Owners Breeding Contract, including but not limited to boarding and foaling fees, etc., and/or the costs of shipping semen to be paid by original stallion owner. If the stallion is relocated outside of the United States of America, the breeding deposit may be refunded, without interest, to the Purchaser upon approval by the Arabian Horse Association of Arizona.

It is further agreed that the breeding herein purchased is subject to the rules and regulations of the Scottsdale Signature Stallion Auction & Futurity sponsored by the Arabian Horse Association of Arizona, and that in the event Purchaser fails to comply with the terms and conditions of this sale or the rules and regulations of the Futurity, the Arabian Horse Association of Arizona may retain the down payment as liquidated damages and declare the contract void, or at its option, may without further notice sue for specific performance of contract.

If Purchaser defaults in the payment of the balance due under the terms of this contract, Purchaser will lose all rights to the Breeding and nomination to the Scottsdale Signature Stallion program, and the Arabian Horse Association of Arizona shall have the right to handle the situation as it deems fit, including selling the Breeding to a third party or completing the Purchaser's performance of contract by payment of the balance, if any, due hereunder the Arabian Horse Association of Arizona, and shall then be entitled to utilize said breeding without any further obligation to Purchaser. If the purchaser defaults on the auction breeding, purchaser is still obligated for full payment on the auction breeding even if the auction breeding is resold.

If there is a lawsuit related to this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in such action. This Agreement and any disputes arising under this Agreement shall be governed by the laws of the State of Arizona.

Purchaser Information

Purchaser Name: _____ Farm Name _____

Address _____ City/ State/Zip _____

Phone _____ Email: _____

Signature Purchaser _____ **Date:** _____