

**ESTOPASAN**

**FROZEN SEMEN BREEDING AGREEMENT**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

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

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

Address: \_\_\_\_\_

Telephone(s): \_\_\_\_\_ Fax: \_\_\_\_\_

Hereinafter referred to as "Mare Owner" and Om El Arab International, LLC, 1900 View Drive, Santa Ynez, CA 93460, USA, hereinafter referred to as "Stallion Owner".

**WITNESSETH**

Whereas, Om El Arab International, is the owner of the stallion named **Estopasan**, AHRA # 339149, hereinafter referred to as the "Stallion", whereas such stallion shall have frozen semen available at Om El Arab International, LLC and whereas, Mare Owner has the following ownership rights to the following said mare.

Name of Mare (as on registration papers): \_\_\_\_\_

AHRA # \_\_\_\_\_ D.O.B of Mare \_\_\_\_\_

Owner Name (as it appears on Registration Papers): \_\_\_\_\_

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**FEES:**

The Frozen Semen Breeding Fee for Estopasan is \$5,000.00. This breeding fee insures Mare Owner with up to three breeding doses of frozen semen. Additional doses may be purchased for a fee of \$250.00 per breeding dose. A frozen semen breeding dose is defined as a single insemination dose containing a minimum of 800 million sperm cells and has a post-thaw motility of greater than 40%.

The Breeding Fee shall be payable as follows:

The total breeding fee of **\$5,000** is payable upon signing of this contract.

The Breeding Fee does not include a pregnancy or live foal guarantee.

All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or AVAILABILITY OF FROZEN SEMEN sections hereof this agreement.

In addition, the following fees shall apply and are payable prior to shipment(s).

1. An office fee of \$350.00.
2. A USDA fee of \$175.00.
3. A liquid nitrogen fee of \$75.00.
4. Shipping fees.
5. Container rental fee.

### **FROZEN SEMEN**

Stallion Manager shall provide frozen semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the semen has left the semen storage/shipping facility.

Mare Owner shall be responsible for sending a request of semen to the Stallion Manager. Shipments will be made Monday through Friday during business hours.

Mare Owner shall have the responsibility to insure proper handling, storage, and insemination of the semen into the Mare.

### **AVAILABILITY OF FROZEN SEMEN**

A limited number of straws are available of Stallion's semen due to his advanced age.

### **INDEMNITY**

Om El Arab and its owners, principals, agents, employees, veterinarians, and farriers 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 custody of Om El Arab International, LLC, 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 Om El Arab. Mare Owner fully understands that Om El Arab 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.

### **GOVERNING LAW**

This agreement shall be construed and interpreted in accordance with the laws of the State of California. Mare Owner agrees that if any suit is brought by Mare Owner or Om El Arab international, LLC, for any purpose relating to this Agreement, such suit or legal proceedings must be filed only in small claims, municipal, or Superior Court of Santa Barbara County, CA, and Mare Owner agrees to submit to that court's jurisdiction and venue.

Mare Owner agrees that if Om El Arab has to engage the services of an attorney to collect what Mare Owner owes on this contract, Mare Owner shall pay Om El Arab's attorney fees, whether or not a suit is brought.

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 non saleable and non transferable.**

The parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

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

**Mare Owner Signature:**

**Printed Name:**

\_\_\_\_\_

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

**Om El Arab International**

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

Title: \_\_\_\_\_

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

Payment Information:

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

Om El Arab accepts MasterCard and Visa.

FedEx Account Number: \_\_\_\_\_

Please contact us at [omelarab@verizon.net](mailto:omelarab@verizon.net) for Bank Wiring Instructions: