

# PARTNERS FOR <sup>\*LA</sup> KARÁT, LLC

299 N COUNTRY MANOR LN  
ALPINE, UT 84004

## BREEDING AGREEMENT

This breeding agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_ and telephone number is \_\_\_\_\_ (hereinafter "Buyer") and Partners for <sup>\*LA</sup> Karát, LLC, 299 N COUNTRY MANOR LN, ALPINE, UT 84004, a Utah limited liability company (hereinafter the "Karát, LLC").

This Agreement is subject to the following terms and conditions:

1. Buyer hereby agrees to breed the following mare (hereinafter the "mare") to the purebred Arabian stallion <sup>\*LA</sup> Karát, AHR # 650391, during the \_\_\_\_\_ breeding season(s):

_____	_____
Mare's Name	Registry & Registration Number
_____	_____
Age	Color
_____	_____
Sire's Name	Dam's Name

2. Karát, LLC agrees to provide fresh or cooled semen from <sup>\*LA</sup> Karát for the breeding fee of \_\_\_\_\_, with a live foal guarantee. The breeding fee is due as follows:

\_\_\_\_\_ A booking fee of \$ \_\_\_\_\_ upon Buyer's execution of this Agreement; and  
\_\_\_\_\_ The balance of \$ \_\_\_\_\_, which shall be paid ***prior to the first shipment of semen.***  
\_\_\_\_\_ Additional terms \_\_\_\_\_

3. Buyer also agrees to pay the following fees prior to the shipment of any semen or breeding of the mare:

a. Container Deposit (refundable)	\$300.00
b. Next Day Semen Shipping Fee	\$300.00 (per shipment and non-refundable)
c. Same Day Counter to Counter Shipping Fee	\$375.00 (per shipment and non-refundable)
d. Charge for Lost Shipping Container	\$400.00

Buyer understands that <sup>\*LA</sup> Karát stands at Travis Training Center, Inc., American Fork, Utah, 84003, 801-376-3820 and agrees to pay all charges and fees (excluding the breeding fee) associated with this Agreement to Travis Training Center, Inc. Buyer agrees to the then current transported fees and deposits charged by Travis Training Center, Inc. Buyer shall be responsible for all costs in returning the semen shipping container to Travis Training Center, Inc., 480 North 1100 East, American Fork, Utah, 84003. A late arrival charge of \$20.00 shall be charged each day the shipping container is not timely returned to Travis Training Center, Inc.

4. Buyer shall have a qualified and licensed veterinarian examine the mare for normal breeding conditions and determine that the mare is in good physical and reproductive condition. All insemination shall be performed by a qualified and licensed veterinarian experienced in equine artificial insemination.

5. Buyer agrees to have a veterinarian examine the mare for pregnancy by ultrasound within 20 days following the last date of insemination. Buyer agrees to notify Travis Training Center, Inc. of the results of such exam. Should the mare fail to conceive after her third breeding cycle, return breeding privileges will be granted only after an examination by a qualified and licensed veterinarian and certification by the veterinarian that the mare is able to conceive. Should the veterinarian determine that the mare is unable to conceive or that the mare is unlikely to conceive, Buyer may substitute another mare upon notification to Travis Training Center, Inc. All provisions of this Agreement shall govern.

6. Buyer shall maintain the mare in good physical condition throughout pregnancy and shall vaccinate the mare against Rhinopneumonitis at the 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> month of pregnancy.

7. None of the fees pursuant to this Agreement shall be refundable except where specifically indicated. Karát, LLC guarantees a return breeding to <sup>\*LA</sup>Karát (provided the stallion is able to service mares) the following breeding season only for either the original mare or an approved substitute mare should a live foal not result from the mating. This is to be evidenced by a written statement from a qualified veterinarian within one week from death of the foal, loss of pregnancy, stillborn or death of the mare prior to foaling. The veterinarian's statement must include the following:

- a. That the mare was properly vaccinated against Rhinopneumonitis;
- b. That in the veterinarian's best judgment the mare was maintained in reasonably good health and condition; and
- c. That the foal died and the date of death, that the pregnancy was lost, or that the foal was stillborn.
- d. Obtaining the veterinarian's written statement and providing such to Travis Training Center, Inc. is the sole responsibility of Buyer.

8. Buyer of Buyer's Agent shall provide Travis Training Center, Inc. with at least 24 hours advanced notice of semen collection and shipment (which may be up to 48 hours before the semen is received by Buyer and ready for insemination). Reasonable efforts will be made to attempt to comply with semen requests with less than 24 hours notice at Travis Training Center Inc.'s discretion.

9. In the event <sup>\*LA</sup>Karát dies or becomes unfit for breeding prior to Buyer's mare being checked in foal, any unused shipping deposit shall be refunded to Buyer.

10. Buyer agrees that neither Karát, LLC nor Travis Training Center, Inc. shall have any liability of any kind to any party for any injury, disease, accident, or death to the mare. Buyer also agrees that neither Karát, LLC nor Travis Training Center, Inc. shall have any liability of any kind associated with any delays or failure in semen delivery.

11. If the mare is to be re-bred the following year and Buyer fails to breed her or request semen for such breeding, then any and all fees paid by Buyer shall not be refundable and Buyer shall have no further breeding rights.

12. This Agreement and the breeding rights hereunder shall be non-transferrable by Buyer to any other third party unless and without the express written agreement by Karát, LLC.

13. In the event of any action at law or equity between the parties or Travis Training Center, Inc. arising out of this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses thereof, including reasonable attorney's fees and court costs. The parties agree that this Agreement shall be construed both as to validity and performance and enforced in accordance with the laws of the State of Utah and that Buyer specifically agrees to submit to the jurisdiction of the Fourth District Court, Utah County, State of Utah.

14. No waiver of any breach of any term of this Agreement will be construed as a waiver of any subsequent breach of the Agreement or any term(s) thereof.

15. This Agreement is the complete agreement and understanding of the parties and supersedes and preempts any prior understandings, agreement or representations by or between the parties, written or oral.

16. Additional terms and conditions: \_\_\_\_\_  
\_\_\_\_\_.

The parties have executed this Agreement and certify that they have read, understand and agree to be bound by the terms of this Agreement.

**BUYER:**

**PARTNERS FOR <sup>\*LA</sup>KARÁT, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Manager

\*LA Karát is owned by PARTNERS FOR \*LA KARÁT, LLC  
and is managed by –

TRAVIS TRAINING CENTER, INC.  
Travis Hansen -- 801.376.3820  
travis@travistrainingcenter.us  
www.travistrainingcenter.us

ACEVEDO ARABIANS  
Suzanne Acevedo  
acevedoarabians@hotmail.com

**Return of container**

Travis Training Center  
480 North 1100 East  
American Fork, Utah 84003

**[www.lakarat.com](http://www.lakarat.com)**

