

**AYA**  
**AllocateYourAssets**  
*2019 Shipped Cooled Semen Contract*

**THIS AGREEMENT, made on the date last shown by and between ALLOCATE YOUR ASSETS / KATHERINE TOBIN ("STALLION OWNER") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER"):**

**1. BREEDING:** The MARE OWNER hereby engages one service by shipped cooled semen to ALLOCATE YOUR ASSETS (the "Stallion") for the following Mare for the 2019 breeding season:

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NAME OF MARE, REGISTRATION NUMBER, AND BREED (the "Mare")

**2. BREEDING FEE AND BOOKING FEE:** The Breeding Fee shall be \$3,000, which includes a nonrefundable booking fee of \$500 payable with this Agreement, which reserves in the Stallion's book for 2019 a breeding for the Mare. MARE OWNER agrees to pay the balance and any other fees due before any shipment of semen shall be made. All Stallion Service Breedings and all Stallion Auctions do not include the \$500 booking fee to STALLION.

**3. COLLECTION, CONTAIN, AND SHIPPING FEES:** Breeding season begins Monday, February 4th, 2019. Semen will be shipped by FedEx Express Priority Overnight Service using Disposable Shipping containers. Upon the payment of additional fees and with 24 hours notice, airport counter to counter service may be used if available. Such services, the fees for those services, and the requirements for using those services are set forth on the ATTACHMENT which is incorporated by reference.

**4. CONDITION AND OWNERSHIP:** MARE OWNER represents and warrants that the Mare is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare's certificate of registration reflecting the ownership of the Mare by the MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should also submit a lease agreement or other document reflecting recognition of applicable breed registry of that lease.

**5. LIVE FOAL GUARANTEE:** The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal, or the foal is stillborn, a return season will be provided for the subsequent year only, upon the payment of a re-breed fee of \$500 and provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE. The live foal guarantee is provided only for the 2019 Breeding Season and shall be void if the Mare is sold prior to foaling upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, or upon the failure of MARE OWNER to bring the Mare to the FARM for care and insemination during the subsequent breeding season upon the STALLION OWNER's request.

**6. MULTIPLE FOALS:** The payments provided in paragraph 2 are for one foal for this breeding season for this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without such additional payment.

**7. SUBSTITUTION:** If the Stallion dies, or is sold, or becomes unfit for service prior to settling the Mare or the Mare dies before being settled, then this Agreement shall terminate and the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER. Another mare may be substituted only upon the express written consent of the STALLION OWNER.

**8. BREEDER'S CERTIFICATE:** Upon notification of birth of live foal, full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue a breeder's certificate to MARE OWNER.

**9. WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**

**10. AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any other manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Arizona; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of the STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**11. BINDING EFFECT:** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with completed ATTACHMENT and a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and b) STALLION OWNER accepts and so notifies MARE OWNER.

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Signature of MARE OWNER ("MARE OWNER")

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Printed Name of MARE OWNER, Lessee, or Agent

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
ALLOCATE YOUR ASSETS ("STALLION")

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

ALLOCATE YOUR ASSETS  
6638 E. Jomax Rd.  
Scottsdale, Arizona 85266  
Office: 480-363-2261  
Breeding Manager Jim Searles: 602-549-7332  
Fax: 480-563-9753

*Attachment to Shipped Cooled Semen Contract*  
**2019 FEES AND PROCEDURES FOR SHIPPED COOLED SEMEN**

**Collection Days:** Shipments will be made available each week beginning Monday, February 4th and ending July 1st, 2019.

**FedEx Shipments:** Shipments will be sent by FedEx Express Priority Overnight Service. A fee of \$275 will be due for each shipment which covers collection, laboratory work, cost of disposable container, and FedEx shipping charges (the "Collection Fee").

**Same Day Service:** If same day delivery by airport counter to counter service is requested and commercially available, the Collection Fee shall be \$375. Please note that any such shipment may result in a very late arrival at your location because of the uncertainty of passenger airline schedules.

**Time for Request:** Please contact us by telephone no later than 3:00 P.M. Pacific Time on the day before your semen is to be shipped. You may cancel your request without penalty if you do so by 8:00 A.M. Pacific Time on the day of shipment.

**Insemination:** Your mare must be inseminated by a licensed veterinarian and the semen may only be used for the designated mare. Notify us when your mare has been checked for pregnancy.

**No Guarantee:** We will make every reasonable effort to honor your request, but because each request is taken on a first-come, first-served basis and subject to availability, no guarantee of shipment can be made.

**MARE OWNER INFORMATION**

***Billing Address:***

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

City/State/Zip Code: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_

(Please include all numbers: home, business, cell, and fax)

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

***Shipping Address:***

Facility: \_\_\_\_\_

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

(No P.O. Boxes, must be a street address or rural route for FedEx delivery)

City/State/Zip: \_\_\_\_\_

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

(Name of veterinarian or other person to receive shipment)

Telephone Numbers: \_\_\_\_\_

(Please include cell and fax numbers)

Closest Airport with commercial service: \_\_\_\_\_

Is FedEx A.M. Overnight service available in your area? Please circle ( Yes / No )

ALLOCATEYOURASSETS.COM

JIM SEARLES (602)-549-7332 // OFFICE (480)-363-2261 // AYASTALLIONINFO@AOL.COM

# AYA

## AllocateYourAssets

### Payment Authorization

If paying by check, please make out check to: "ALLOCATE YOUR ASSETS"

If paying by credit card, fill out form below

**VISA OR MASTERCARD ONLY**

Mare Owner Name: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

MASTERCARD      VISA      (Please circle one)

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

Expiration Date: \_\_\_\_\_ 3 Digit CRV Security Code: \_\_\_\_\_

Exact Credit Card Billing Address:

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I authorize the following fees to be charge, from time to time, to my Credit Card account, upon prior telephone authorization by me or my agent:

BOOKING FEE .....

BALANCE OF BREEDING FEE .....

SHIPPED SEMEN FEE .....

OTHER CHARGES .....

All credit card charges are subject to a 3% office fee.

Name (Printed): \_\_\_\_\_

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

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## AllocateYourAssets

*2019 Allocate Your Assets' Color Addendum*

- **The Color Guarantee** will apply to APHA registered mares only.
- **Double registered mares will not receive the Color Guarantee;** they will only receive the live foal guarantee provided for in the Breeding Contract.
- If a registered APHA mare fails to produce a foal that is **regular registry eligible** with APHA, the mare owner may breed back the following season at one half the price of the fee that was paid on the original Breeding Contract. A re-breed fee will apply.
- The Color Guarantee re-breed must be used on the **original mare** in the calendar year that the ineligible regular registry foal was born. Any changes of mare must be authorized by **ALLOCATE YOUR ASSETS** in writing.
- A Color re-breed is **non-transferable** and may not be sold to a third party.
- Standard shipping fees apply to any Color re-breed.
- This Color re-breed is offered for a **one time re-breed** and will not be extended to any additional years if the mare fails to have a regular registry foal as a result of the Color re-breed.

**THE SIGNATURES BELOW AND THE PORTION OF THIS SCHEDULE CIRCLED ABOVE CONSTITUTE AN AMENDMENT OF PARAGRAPH 2 OF THE 2019 SHIPPED COOLED SEMEN CONTRACT BETWEEN THE PARTIES:**

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“STALLION OWNER” Signature

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“MARE OWNER” Signature

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