

# AYA

## AllocateYourAssets

### 2021 Frozen Semen Breeding Contract for Europe

This Breeding Contract is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between: DAVID MAISONNETTE, agent for Katherine K. Tobin (referred to herein as "Breeder") and \_\_\_\_\_, whose address appears below (referred to herein as "Mare Owner"). Breeder is the agent for the Stallion, **ALLOCATE YOUR ASSETS AQHA** (referred to herein as "Stallion"), and Mare Owner receives **two (2) breeding doses** from the aforementioned stallion, to **obtain one (1) breeding for only the following Mare**, \_\_\_\_\_ Registration # \_\_\_\_\_, (referred to herein as "Mare") for the 2021 breeding season only, unless written agreement has been made between Stallion Owner and the Mare Owner. In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**BREEDING FEE:** A non-refundable booking fee/frozen semen fee of \$250.00 U.S. funds is payable to Katherine K. Tobin upon booking. The breeding Fee for the Stallion **ALLOCATE YOUR ASSETS**, is **\$2,250.00, (if booked before January 1, 2021). After Jan. 1 2021 the breeding fee is \$2,500.00 plus the booking/frozen semen fee payable in U.S. funds only and must be paid in full 10 days prior to shipping.** Additional doses can be purchased for \$250.00 U.S. funds per breeding dose plus cost for shipment. Upon the signing of this contract, the entire non-refundable breeding fee must be paid in full before shipment request and is payable to Katherine K. Tobin. Signatures on this Breeding Contract is to guide and protect Stallion Owner, Mare Owner or Lessee and Stallion Manager, as to responsibilities between Katherine K. Tobin and signed Mare Owner or Lessee.

**SHIPPING EXPENSE:** Shipping will be provided by David Maisonnette agent for Select Breeders South Germany Any and all costs for shipping semen to the mare owner or veterinarian, will be paid by the mare owner to SELECT BREEDERS OF SOUTH GERMANY to shipping frozen semen to requested location. Katherine K. Tobin and DAVID MAISONNETTE have the right to deny shipping requests for any reason, including, but not limited to an untimely request.

**EMBRYO TRANSFERS:** Should Mare build, mature and ovulate more than one follicle and more than one embryo is recovered during one embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo. No breeding certificates for more than one embryo shall be issued by Breeder unless and until (i) a sworn, written statement from the licensed veterinarian who examined and managed the donor mare during the breeding cycle is provided to Breeder and (ii) for each embryo, the Mare Owner shall have paid Breeder a breed fee of **\$2,500, payable in U.S. funds only**. Should one of the multiple embryos obtained from one flushing procedure be non-viable or die at any time after implantation into the recipient mare, mare owner is allowed live foal guarantee.

**BREEDING SEASON:** The Breeding Season as used in this Breeding Contract shall refer to the period from \_\_\_\_\_ of the current breeding year. A request for a shipment of frozen semen must be made a minimum of ten (10) days before frozen semen is needed. It is the mare owner's responsibility to notify the Stallion Owner of the frozen semen breeding dates prior to AUGUST 30TH of the current breeding year so mare may be included on the breeding report.

**MARE BREEDING CONDITION:** Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

**FROZEN SEMEN HANDLING:** Mare Owner agrees to comply with all AQHA, PHAA or other pertaining breed requirements, as applicable, concerning the use and handling of frozen semen. Two (2) breeding doses of frozen semen will be sent per shipment. Any frozen semen doses that remain after the mare has conceived may be used on a 2nd embryo or a second mare by paying \$1,550.00 payable U.S. funds only and must be paid in full 24 hours after the 2nd embryo or breeding the second mare to Katherine K. Tobin. An additional contract is required. If Semen is not used it must be returned to SELECT BREEDERS SOUTH GERMANY. 1) Frozen semen may be stored at the mare owner's expense if they choose to breed the above-named mare in the following breeding season and **ONLY** with payment of a **new completed new breeding fee prior to breeding and only with the execution of a new Breeding Contract signed by the Stallion Owner and Mare Owner**; 2) Mare Owner agrees to employ a qualified and accredited Veterinarian to handle the frozen semen and inseminate the above-named mare, 3) Mare Owner agrees to return any frozen semen doses to SELECT BREEDERS SOUTH GERMANY that remain after the mare has conceived.

**MARE OWNER RESPONSIBILITY:** The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian competent in the use and handling of frozen semen should perform the insemination. If above-named Mare fails to conceive from one (1) shipment of two (2) breeding doses, the "Re-Breed" Contract becomes null and void, unless agreement is made between Stallion Owner and Mare Owner. The Breeder, in its sole discretion, may refuse to ship semen beyond two (2) shipments if the Breeder believes the insemination is not proper of the mare is not healthy.

WWW.ALLOCATEYOURASSETS.COM

BREEDING MANAGER : JIM SEARLES (602)-549-7332

ASSISTANT BREEDING MANAGER: MIKE AUGUSTYN (480)-634-3447

OFFICE (480)-363-2261 // AYASTALLIONINFO@AOL.COM // FAX (480)-563-9753

6638 E. Jomax Rd. Scottsdale, Arizona 85266

**LIVE FOAL GUARANTEE:** Mare Owner is guaranteed one live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare should die before foaling, miscarries her foal or if the foal is stillborn, Mare Owner shall be entitled to rebreed or substitute a Mare to Stallion **upon payment of an additional \$750.00 rebreed fee** payable in U.S. funds only to Katherine K. Tobin, plus shipping cost for the following breeding season only unless this "Re-Breed" Contract is the second (2nd) attempt at a live foal, then the contract becomes null and void. It is requested that if mare does not have a viable foal, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

**WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS:** MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL. MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

**LIQUIDATED DAMAGES:** As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1500.00.

**REGISTRATION PAPERS:** Mare Owner shall provide Breeder a copy of Mare's registration papers (front only) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

**BREEDER'S CERTIFICATE:** A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and **upon notification to DAVID MAISONNETTE of the birth of the foal.**

**VENUE AND JURISDICTION:** All disputes related to this Breeding Contract shall be interpreted in accordance with the laws of the State of Arizona and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts.

**ADDITIONAL PROVISIONS:** This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. Payments made by credit card will be assessed a 4 % bank fee. CREDIT CARD INFORMATION MUST INCLUDE: CARDHOLDER'S NAME, MARE OWNER'S NAME, CARD NUMBER, SECURITY CODE, ZIP CODE WHERE BILL IS SENT.

This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral.

Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties.

The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

**DISCLAIMER:** Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner.

\_\_\_\_\_  
*Signature of MARE OWNER ("MARE OWNER")*

\_\_\_\_\_  
*Printed Name of MARE OWNER, Lessee, or Agent*

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

ALLOCATE YOUR ASSETS ("STALLION")

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## MARE OWNER INFORMATION

**Owners Name:** \_\_\_\_\_

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

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

Country: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

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

**Mare's Name:** \_\_\_\_\_

Registration Number: \_\_\_\_\_

Current Status: Open  In Foal

Embryo Donor Mare: Yes  No

### ***Semen Shipment Information:***

Ship to: \_\_\_\_\_

Check One: Veterinarian  Owner  Breeding Facility

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

(Name of veterinarian or other person to receive shipment)

Mobile Number: \_\_\_\_\_ Other Contact Number: \_\_\_\_\_

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

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

Country: \_\_\_\_\_

Closest Major Airport: \_\_\_\_\_

Booking Fee and Breeding Fee & Booking Fee/Frozen Semen Fees Payable by Credit Card.  
See Attached Form.

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**AYA**  
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*Credit Card Information*

All Funds are in U.S. Funds. A 4% CC Convenience Fee is Applied to All Charges.

Card Type:    **MASTERCARD**    **VISA**    **AMEX**    (Please circle one)

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

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

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

Credit Card Billing Address:

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

City: \_\_\_\_\_

Country: \_\_\_\_\_

Providence: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

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