



2024 BREEDING CONTRACT

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS

Frozen (full dose) **ICSI** (single straw)

This Agreement, made on the date shown by and between: Allocate Your Assets/Katherine K. Tobin (referred to herein as “Stallion Owner”) and the undersigned Owner or Lessee of the mare described below (“MARE OWNER”)

is made under the following conditions:

The MARE OWNER hereby engages one service to **Allocate Your Assets** (the “Stallion”) for the following Mare for the 2024 breeding season:

NAME OF MARE, REGISTRATION NUMBER and BREED (the “Mare”)

1. BREEDING AND BOOKING FEE: The breeding fee for the Stallion **ALLOCATE YOUR ASSETS**, is **\$2,500.00 plus a non-refundable booking/frozen semen fee of \$250.00 payable to Katherine K. Tobin upon booking. All fees and balances must be paid in full 10 days prior to shipping.**

2. SHIPPING EXPENSE & PROCEDURES: Breeding season begins January 01, 2024, and ends August 01, 2024. STALLION OWNER is not responsible for shipment once it leaves our custody. Semen is available on a first come first serve basis. Please note the different procedures below depending upon which option you chose to use to breed the mare.

A) FROZEN SEMEN BREEDING DOSE: One breeding dose consists of 8 straws of semen, this option may not be used for ICSI. **Two Breeding doses (16 straws) will be sent to Mare Owner.** A request for a shipment of frozen semen must be made a minimum of ten (10) days before frozen semen is needed. Shipping will be provided by Scottsdale Equine Reproduction Center. All costs for shipping frozen semen to the mare owner or veterinarian requested location, will be paid by the mare owner to Scottsdale Equine Reproduction Center. Katherine K. Tobin and Scottsdale Equine Reproduction Center have the right to deny shipping requests for any reason, including, but not limited to an untimely request. **All fees must be paid in full 10 days prior to shipping.** Mare Owner agrees to comply with all breed requirements, as applicable, concerning the use and handling of frozen semen. Any unused semen/straws must be returned to Scottsdale Equine Reproduction Center. 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. Mare Owner may return any unused semen to Scottsdale Equine Reproduction Center or store it for future use. **It is the mare owner’s responsibility to notify the Stallion Owner of the frozen semen breeding date prior to AUGUST 30TH of the current breeding year so mare may be included on the breeding report. If the above-named mare fails to conceive the contract becomes null and void.**

B) ICSI SINGLE STRAW: Mare Owner will be provided with one (1) straw of frozen semen to be used for intracytoplasmic sperm injection (“ICSI”). If more than one viable embryo develops and is implanted into a recipient mare then Mare Owner will owe an additional \$2500.00 stud fee for each embryo that reaches 45 days within a recipient mare. If the embryos are frozen and implanted in a subsequent year then the Mare Owner will owe that year’s stud fee for which the embryo is implanted once the embryo reaches 45 days within the recipient mare. It is the Mare Owner’s responsibility to notify Stallion Owner of the number of embryos that matured and date implanted or frozen. **All fees must be paid in full 10 days prior to shipping.** A request for a shipment of frozen semen must be made a minimum of ten (10) days before frozen semen is needed. Shipping will be provided by Scottsdale Equine Reproduction Center. All costs for shipping frozen semen to the mare owner or veterinarian requested location, will be paid by the mare owner to Scottsdale Equine Reproduction Center. Katherine K. Tobin and Scottsdale Equine Reproduction Center have the right to deny shipping requests for any reason, including, but not limited to an untimely request. The responsibility for conception is on the Mare Owner. Mare Owner agrees to comply with all breed requirements, as applicable, concerning the use and handling of frozen semen, embryos, and frozen embryos. **It is the mare owner’s responsibility to notify the Stallion Owner of the ICSI date along with number of embryos produced prior to AUGUST 30TH of the current breeding year so mare may be included on the breeding report. If the above-named mare fails to conceive the contract becomes null and void.**

3. EMBRYO TRANSFERS: Should Mare build, mature and ovulate more than one follicle and more than one embryo is recovered during the 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 Stallion Owner 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 Stallion Owner and (ii) for each embryo, the Mare Owner shall have paid Stallion Owner a breeding fee of **\$2500.00, payable in U.S. funds only**

4. 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.

5. MARE OWNER RESPONSIBILITY: The responsibility for conception is on the Mare Owner. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of frozen semen, embryos or frozen embryos. A qualified, experienced and licensed veterinarian competent in the use and handling of frozen semen should perform the insemination. Mare Owner agrees to use all semen provided by this agreement solely to breed the Mare named in this agreement. Any attempt to use any portion of the semen shipped to the Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of STALLION OWNER under this agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits, and the right to a Breeder's Certificate.

6. LIVE FOAL GUARANTEE: There is no Live Foal Guarantee

7. WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS: MARE OWNER HEREBY SPECIFICALLY AGREES THAT STALLION OWNER, 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.

8. 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 Stallion Owner has breached the 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.

9. REGISTRATION PAPERS: Mare Owner shall provide Stallion Owner 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.

10. 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 the **STALLION OWNER of the birth of the foal. Breeder's Certificate will be released online.**

11. 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.

12. ADDITIONAL PROVISIONS: The 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 3% 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.

13. DISCLAIMER: Stallion Owner makes no representations or warranties, express or implied, regarding the delivery of the frozen semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries.

Signature of MARE OWNER ("MARE OWNER")

Printed Name of MARE OWNER, Lessee, or Agent

Accepted this _____ day of _____, 20_____.

By: _____

Allocate Your Assets ("STALLION")

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: _____

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

www.AllocateYourAssets.com
BREEDING MANAGER : JIM SEARLES (602) 549-7332
AYASTallionInfo@Aol.com
6638 E. Jomax Rd. Scottsdale, Arizona 85266

AYA
AllocateYourAssets
Credit Card Information

All Funds are in U.S. Funds. A 3% CC Convenience Fee is Applied to All Charges.

Card Type: **MASTERCARD** **VISA** **AMEX**

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: _____