



HAGALE FAMILY ARABIANS, LLC
4319 S. National #118 | Springfield, MO 65810
Contact Jen Wilson: 602.616.6672 | jen@hagalefamilyarabians.com | www.hagalefamilyarabians.com

HA Toskcan Sun+ | 2023 BREEDING CONTRACT
Cooled Semen

This Agreement, made and entered into this _____ day of _____, 20____, by and between

Name: _____

Farm Name: _____

Address: _____

Telephone(s): _____ Email: _____ Fax: _____

hereinafter referred to as “**Customer**” and Stallion owner, **Hagale Family Arabians, LLC**, 4319 S National #118, Springfield, MO 65810, hereinafter referred to as “**HFA**”.

WITNESSED

Whereas Hagale Family Arabians LLC are the owners of the stallion named HA Toskcan Sun+, AHA # 629831, hereinafter referred to as the “Stallion”, whereas such stallion shall stand at Hagale Family Arabians, LLC, Customer has the following ownership rights to the following said mare.

Name of Mare (as on registration papers): _____ AHA # _____

D.O.B of Mare _____ Owner Name (as it appears on Registration Papers): _____

If not named on above registration papers, please confirm if mare is (circle one): LEASED or EMBRYO RIGHT(s)

Please declare by printing “Yes” or “No” if ICSI Method of breeding will be used for said breeding with above declared mare:

_____ (Print “Yes” or “No”) in proceeding line. *See ICSI Method Declarations & Guidelines on page 3 of contract for rules and regulations.

THE CUSTOMER & HFA HEREBY AGREE AS FOLLOWS:

The 2023 Breeding Stud Fee for HA Toskcan Sun+ (AHA # 629831) is \$6,000.00 USD per breeding and is payable as follows: The breeding fee of \$6,000.00 must be paid in full at the time of execution of this contract. HFA hereby grants Customer one season’s booking during Mare’s breeding period to said stallion and guarantees a live foal pursuant to the LIVE FOAL GUARANTEE section of this contract.

All breedings purchased and amounts paid by Customer are **non-transferable, non-salable and non-refundable**, subject to the BREEDING, DEATH, OR INCAPACITY sections of this contract.

In the event that the mare does not conceive in the above stated breeding season, the Customer retains the right to return to breeding the following season, pursuant to the LIVE FOAL GUARANTEE section of this contract, at which time the Customer shall pay HFA a rehandling/rebooking fee of \$500.00 prior to the rebreed.

In Addition, the following fees shall apply and are payable prior to stallion collection/shipping:

1. A collection/handling fee of \$400.00 per mare, per shipment will be due on the day of collection/shipping. This fee applies regardless of the breeding method and/or shipping method selected by customer. Additional shipments thereafter will also be \$400.00 per shipment (Collection Fee is subject to change). Breeding to more than one mare per collection/shipment, or for more than one embryo retrieval (via transfer or ICSI methods) is prohibited without written notice to HFA by Customer, and may incur additional collection/handling charges, breeding stud fees, and/or penalties to be determined by HFA.
2. Transportation/Shipping Fees are in addition to the above stated Handling Fee and are due at the time of shipping. All shipments are sent via FedEx Overnight Shipping unless Counter-to-Counter delivery service is otherwise requested. Counter-to-Counter shipments are available via Delta Dash and American Express from Springfield-Branson National Airport (SFG), and require a mandatory \$200 Courier Service Fee, as well as the airline ticket charges. *Counter-to-counter options are subject to availability, require a minimum of 24-hour notice, and fees are subject to change.
3. Equitainer Rental & Return: Equitainers must be returned within 5 business days of receipt to Customer. If equitainer is not returned within 5 business days, customer will be charged a \$25.00/day late fee until it is returned. If Equitainer is not returned within 21 business days, Customer is liable for all late fees, and will be charged a \$500.00 Equitainer replacement fee.

BREEDING

Breeding season is from February 15 through July 31. Scheduled collection days are Monday, Wednesday, and Friday, ONLY. Customer shall request semen shipment 24 hours prior to shipment day. Requests for semen collection/shipment will be fulfilled on a first come, first serve basis, and does not guarantee customer semen shipment, if the stallion is overbooked on said, requested shipment day. No semen requests will be fulfilled under any circumstances, with requests made later than 11 a.m. CST on a stated breeding day.

HFA reserves the right to transport stallion to certain shows, promotional events, or schedule, as needed, days that the stallion may be unavailable for shipping. Customer assumes the responsibility to check on the availability of the stallion during these times by calling HFA at (602-616-6672).

The Customer understands that the Mare must be examined by a veterinarian using the ultra-sound scan at 16-20 days post-breeding. At this time if the Mare is in foal, Customer must alert HFA of the status and schedule a second ultra-sound scan for 32-35 days post-breeding and a palpation between 50-55 days post-breeding to verify the status. If Mare is not in foal, Customer must contact HFA immediately to inform that Mare will be in need of additional shipments. The Customer understands that it is essential to call the Breeding Manager at HFA at the beginning of the Mare(s) heat cycle, so that HFA may advise the Customer of the days in which the stallion will be collected.

Customer understands that the final responsibility of a successful pregnancy, using transported semen, lies with the Customer and his/her veterinarian. If, after breeding through three (3) heat cycles, the Mare fails to conceive, the Customer shall have the reproductive status of the Mare reevaluated, and HFA will require a uterine culture or biopsy to determine breeding soundness. HFA reserves the right to refuse or discontinue breeding should an applicable reason apply, and Customer will have option to substitute mare, or carry over the breeding to the following 2024 breeding season, whereas the \$500.00 rebooking fee will apply. Customer understands that if this breeding has not produced a viable pregnancy within (2) breeding seasons from the date the breeding is booked, that customer is obligated to change mare(s) or will forfeit all rights to the breeding. All monies paid to HFA for the breeding are non-refundable. Extensions of time may be granted to Customer under exceptional circumstances.

LIVE FOAL GUARANTEE

HFA and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one, which stands and nurses for at least 24 hours. Should the mare abort at any time after being confirmed in foal to the Stallion, or should the foal be born dead, it is the responsibility of the Customer to inform HFA in writing, certified by a veterinarian, within ten (10) days of the event. Live Foal Guarantee is conditioned upon Customer keeping mare in good physical condition, verification of Rhinopneumonitis vaccinations of mare at 5, 7 and 9 months of pregnancy and regular deworming; all to be verified by a licensed equine veterinarian. Any deviation from these procedures could result in forfeiture of all breeding fees paid, and the right to a signed Stallion Service Certificate for Customer's foal. Furthermore, any attempt to obtain a pregnancy with the transported semen in any Mare, other than the Mare described in this contract, will result in the same forfeiture. Shall live foal guarantee not be fulfilled, and all above conditions met, HFA agrees to re-breed the Mare as soon as she is suitable per veterinarian recommendation. There will be no stallion stud fee for this circumstance, but all other rebreeding fees and transported semen fees/handling fees will apply.

ICSI METHOD | DECLARATIONS & GUIDLINES:

The Customer understands that shall the Intracytoplasmic sperm injection (ICSI) method of breeding be used with the breeding contracted here, that it must be declared prior to the transporting of any semen. Shall customer not declare this method prior to breeding, and not report the use of this method within 5 business days of transported semen receipt, HFA may instill penalties of up to \$500.00 USD per embryo retrieved and deny LIVE FOAL GUARANTEES or Transported Semen Certificates required for Foal Registration of resulting embryos. Any resulting embryos must also be reported to HFA in writing, when checked at 42-days in foal, at which time, the customer must submit payment for additional Breeding Fees at the price of \$6,000.00 per embryo confirmed. Failure to report these confirmed pregnancies at 42-days in foal may result in penalty fees or denial of Live Foal guarantees and transported semen certificates needed for registration. Shall any retrieved embryos remain frozen and untransferred to recipient mares during the 2023 breeding season, HFA must receive notice of this embryo balance by November 1, 2023, for registration reporting purposes. Customer failure to notify HFA will result in penalties of up to \$500.00 per unreported embryo and withholding of certifications needed for registration.

CONDITIONS OF SERVICE & PAYMENT OF FEES

The Customer understands and accepts the terms of this Agreement. The Customer understands that this contract must be signed, returned, and paid in full BEFORE semen will be shipped. Customer understands that any other fees related to the collection and transportation of semen must also be paid in full prior to or on the day of shipping. Any exceptions to this policy must be approved by HFA, and if exceptions should be granted, Customer hereby agrees to pay HFA all applicable charges, fees, services, and expenses identified on the Agreement payable upon receipt of any invoice rendered by HFA, and hereby agrees that a late charge of one and one-half (1.5) percent per month or the greatest charge allowed by law will be applied to any and all past due moneys.

DEATH OR INCAPACITY OF STALLION

It is understood that should the Stallion die or become unfit for service, and the mare does not produce a live foal that this contract shall become null and void, in which case, money paid as breeding fees only, less the \$500.00 non-refundable booking fees shall be refunded to the Customer. Monies paid for any other semen fees or services shall not be refunded. Furthermore, in the event the Stallion dies or becomes unfit for service; Customer retains the right to select frozen semen, if available, to fulfill this contract. In the case of stallion death or incapacity, and frozen semen fulfillment, customer agrees that they shall receive no more than four (4) frozen semen straws, shipped, and stored at the Customer expense, and this contract will be fully fulfilled. Any frozen semen acquired in case of stallion death on incapacity, is nontransferable and non-salable unless written permission is granted from HFA. Any additional pregnancies or use of said frozen semen outside of the fulfilling of this contract will constitute additional breeding fees and penalties.

RELEASE OF LIABILITY

Customer fully understands, authorizes, and assumes the special risks inherent in breeding Arabian Horses with the use of transported semen. HFA shall not be liable for any sickness, disease, estray, death or injury which may be suffered by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Customer understands that HFA does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with breeding or provision of service to the Mare and such foal shall be born solely by the Customer. Customer hereby agrees that HFA parties shall not be liable for any special, incidental or consequential damages arising from the transactions covered by this agreement, including without limitation any damages arising from the non-performance of obligation which Mare Owner may have undertaken to any third party in reliance upon any promises in representations made in this Agreement. In no event shall HFA be liable for any action or cause of action arising under this Agreement exceeding the amount of the fees paid by Customer hereunder.

MISCELLANEOUS PROVISIONS

Mare owner hereby agrees to indemnify and hold harmless the HFA ("Parties") from and against all claims, demands, causes of action, damage, costs, and expenses. Losses of liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal in custody of HFA. This Agreement herein constitutes the entire Agreement between Customer and HFA and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing, with

30 days' notice, signed by both parties. Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of this Agreement with proper postage for first-class mail. Customer shall reimburse HFA for all costs, fees, and expenses, including reasonable attorney's fees incurred by rights under this Agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with taxes based on the net income of HFA. In the event of the dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney's fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings. This agreement may be executed in counterparts. Any lawful or unenforceable provisions of this Agreement shall be severable without affecting the validity of the balance of the agreement. This agreement shall be governed by and construed in accordance with the laws of the state of Missouri. Any dispute related to this agreement shall be resolved by binding arbitration through the American Arbitration Association in Greene County, Missouri before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorney's fees to the prevailing party.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.

Customer Signature

Date

Customer (Printed Name)

HFA Representative

Date

**SHIPPING INFORMATION SHEET
HAGALE FAMILY ARABIANS – HA Toskcan Sun +**

HAGALE FAMILY ARABIANS, LLC
5964 S St Hwy NN, Rogersville, MO 65742
Phone 602.616.6672 Email jen@hagalefamilyarabians.com

MARE OWNER OR LEASEE: _____

PHONE: _____ **MOBILE:** _____

MARE'S REGISTERED NAME: _____

BREED: _____ **REGISTRATION #:** _____

MARE'S DOB: _____ **COLOR:** _____ (Sire x Dam): _____

MARE MANAGER OR CONTACT: _____

PHONE: _____ **MOBILE:** _____

EMAIL: _____

FEDEX ACCOUNT NUMBER: _____ (not required)

FEDEX (next day delivery) _____ **HOLD FOR PICKUP** _____ **SATURDAY DELIVERY** _____

Or
AIRPORT (same day delivery) _____ **AIRPORT CODE:** _____

FEDEX SHIPPING ADDRESS:	SATURDAY DELIVERY ADDRESS (If different):
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Credit Card Authorization Form – Shipped Semen

This form is used to authorize Hagale Family Arabians, LLC to charge your credit card for ongoing semen shipments.

Credit Card Information:

<p>Credit Card Type: ____ MC ____ VISA ____ AMEX ____ Discover</p> <p>Card Number: _____</p> <p>Exp. Date: _____ Security Code: _____</p> <p>Name on Card: _____</p> <p>Credit Card Billing Address: (Where you receive credit card statements)</p> <p>Street: _____</p> <p>City: _____ State: _____ Zip Code: _____ Country: _____</p>

AUTHORIZATION: I hereby authorize Hagale Family Arabians, LLC to charge for each semen collection plus shipping charges of Equitainer. Any late fees for Equitainer return, and/or Equitainer replacement fees, per the terms of the breeding contract may be charged to this card as well.

Email Receipt To: _____

Special Instructions:

I agree to pay the above credit card charges in accordance with the Card Issuer Agreement.

Cardholder Signature: _____ **Date:** _____

Summary Sheet/Checklist - HA Toskcan Sun +

1) Complete Forms:

_____ Complete Breeding Contract _____ Complete Shipping Information Sheet
_____ Complete Credit Card Authorization Form _____ Remit payment for Non-Refundable Breeding Fee:

2) Purchase Breeding:

_____ Pay Balance of Stud Fee Due

CHECKS MADE PAYABLE TO:

Hagale Family Arabians, LLC

4319 S. National #118

Springfield, MO 65810

3) Shipping Fees:

The Credit Card Authorization Form MUST be signed and returned to Hagale Family Arabians before collections are shipped to cover the following expenses:

- a. Collection Fee: \$400.00
- b. Shipping Fees: Billed accordingly through FedEx
- c. Counter to Counter Air Shipping: Cost of Airline Ticket
- d. Courier Fee: \$200.00 for counter to counter

NO SEMEN WILL BE SHIPPED UNLESS BREEDING FEES HAVE BEEN PAID AND AGREEMENTS HAVE BEEN SIGNED AND RETURNED.

4) Order Collections:

- a. Call Jen Wilson (602) 616-6672
- b. Inform WHEN you want to receive your shipment
- c. Inform WHERE you want your semen to be shipped

REMINDER WEEKLY COLLECTIONS ARE 11:00 A.M. CST MONDAY, WEDNESDAY, AND FRIDAY. HOWEVER, 24-HOUR NOTIFICATION IS REQUIRED, and orders are fulfilled on the basis of *FIRST CALL, FIRST SERVED*****

5) Return Equitainer:

- a. Return Equitainer and its contents within three (3) business days to:

Hagale Family Arabians

5964 S State Hwy NN

Rogersville, MO 65742

6) Pregnancy Check:

- a. Please notify Hagale Family Arabians by calling Jen Wilson (602) 616-6672 or emailing jen@hagalefamilyarabians.com when your mare has checked in foal.