



# Soleil CA Breeding Agreement

4690 North Lane  
Del Mar, CA 92014  
619.306.6949  
www.SoleilCA.com



This breeding agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the "Stallion Owner", Cambria DeMarco & Soleil CA Equines LLC, of the Purebred Arabian Stallion known as **Soleil CA AHR # 0628578**, and:

Mare Owner \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ e-mail \_\_\_\_\_  
Ranch Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Name of Mare \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_ Color \_\_\_\_\_ Breed \_\_\_\_\_  
Sire of Dam \_\_\_\_\_ Registration # \_\_\_\_\_ Date Foaled \_\_\_\_\_

### Breeding History of the Mare:

Maiden? Yes \_\_\_\_\_ No \_\_\_\_\_ Years Bred \_\_\_\_\_ Conceived? Yes \_\_\_\_\_ No \_\_\_\_\_ Live Foal? Yes \_\_\_\_\_ No \_\_\_\_\_  
Additional Information, if any \_\_\_\_\_

Veterinarian \_\_\_\_\_ Vet. Contact Info & Number \_\_\_\_\_

**\*\*\*\*\*Please attach a Photocopy of the Mare's Registration Certificate\*\*\*\*\***

The Stallion will be standing at \_\_\_\_\_

This breeding agreement is for the 2010 breeding season.

1. **Fees:** The Mare owner shall pay the Farm, at the given address above, the following fees:

1a. **Breeding Fee:** The breeding fee for Stallion **Soleil CA** shall be, Purebred Arabians \$1000

Half-Arabians \$1000. The payment schedule is as follows: A \$500 *non-refundable booking fee* paid upon execution of the agreement. The final payment of \$1000 is due before the first collection of semen, or at 30 days Safe In Foal. All charges must be paid in full prior to a Breeder's Certificate being issued.

1b. **Handling Fee:** In addition to the breeding fee, after the first semen collection and shipment, the Mare owner shall pay a *handling fee of \$200 for each additional collection and shipment of semen.*

1c. **Shipping Container Fee:** Shipping container must be returned pre-paid 48 hours post breeding to avoid a late fee of \$25 per day. Mare Owner acknowledges that equitainer supply is limited and that prompt return of the equitainer is a condition of this agreement. Therefore, in the event that any equitainer shipped to a Mare Owner is not returned within 10 days after its receipt by the Mare Owner, a fee of \$250 shall be assessed.

1d. **Shipping Expenses:** Shipping costs for transported semen are the responsibility of the Mare Owner. The Mare Owner shall provide the Stallion Owner with a Federal Express account number to be used for shipping semen to the Mare Owner. A courier service fee, for transportation to the airport and airline shipping costs will be billed to the Mare Owner if it is necessary to ship by airline.



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**2. Payment of Related Fees:** As used herein, the foregoing fees are referred to as “Related Fees”. All Related Fees shall be due and payable in advance. Please make checks for Breeding Fee to **Soleil CA Equines**.

**2a. Registration of Foal:** In no event will any application for the registration of the Mare’s resulting foal from this mating be executed unless the Breeding Fee and all Related Fees have been paid.

**3. Required Documentation:** Prior to transportation of semen, the Mare Owner, at the Mare Owner’s expense, shall be responsible for completing the following: A certificate from a licensed equine practitioner stating: 1) the Mare is open, suitable for breeding and has normal reproductive organs. 2) a current uterine culture and cytology, taken when the mare is in heat and submitted to a recognized laboratory showing the mare to be free from infection 3) the mare has current vaccinations/tests for: Equine Influenza, Strangles, Tetanus, Sleeping Sickness, Rhinopneumonitis, a negative Coggins test and West Nile.

#### **4. Conditions For Use of Transported Semen:**

- A) Mare owner must notify Stallion Owner on the first day of the mare’s heat cycle and provide an estimated date for delivery of semen.
- B) All semen orders should be received by 8:00 am on the requested collection date. Late orders may be subject to additional fees and may not be possible.
- C) Mare must be examined by a Licensed Veterinarian between 16 and 20 days post insemination and again between 45 and 55 days after the last day bred and the Stallion Owner notified of her pregnancy status at that time or all guarantees are null and void.
- D) The Stallion Owner only assumes responsibility to ship semen in viable condition. Stallion Owner assumes no responsibility for loss of semen viability or associated expenses due to any delay in shipment or other circumstances beyond the Stallion Owner’s control. The semen must be administered by a licensed veterinarian on the day of delivery or the Stallion Owner shall be considered to have fulfilled it’s contractual obligations and any guarantees shall consequently not apply.

**5.) For Use of Embryo Transfer:** In cases where multiple embryos are recovered and transferred, and additional breeding fee of \$1000 is due when each additional foal stands and nurses.

6.) This contract guarantees return privileges for the same mare if the mare is examined by a licensed veterinarian and found to be barren at 45 to 55 days from the date of the last service. The Mare Owner may substitute another mare with the Stallion Owner’s approval. The Stallion owner reserves the right to decline breedings, if the Mare is not approved. The Mare Owner is responsible for all collection fees, shipping costs and booking fees for the subsequent seasons. All fees and deposits are to be paid in full prior to the shipping of semen.

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7.) Should the Mare not produce a live foal that stands and nurses, the Mare Owner shall be entitled to a re-breed in the following season under the same conditions as paragraph 6 above. This guarantee shall apply only if the Stallion Owner is notified within 48 hours of the foal's death. A statement of details by a Licensed Veterinarian must follow within 10 days or the guarantee becomes null and void. The following must be included in the Veterinarian's report: 1) That the Mare was properly vaccinated against rhino pneumonia in months 5, 7, and 9 of pregnancy and 2) That in the licensed practitioner's opinion, the Mare was maintained in a reasonable state of health including all vaccinations and de-worming as deemed necessary. This clause is also binding in case of abortion.

8.) The Mare Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and the Mare owner therefore agrees to hold Stallion Owner, her employees, agents and assigns harmless for any and all damages associated therewith. Mare Owner agrees to vaccinate for Rhino pneumonia at 3, 5, 7, and 9 months of pregnancy and to de-worm the mare regularly.

9.) This contract shall be interpreted in accordance with the laws of the State of California and its validity and administration shall be governed by said laws.

10.) Mare Owner understands that during periods of greatest demand, there may be days when semen availability is limited and semen shall be provided on a first called, first served basis. Mare Owner acknowledges that the Stallion may from time to time be unavailable to service a Mare due to show commitments.

11.) In the event that the Stallion becomes unavailable due to disease, injury or infertility, and no live foal is produced, Stallion Agent and/or Owner will refund the Breeding Fee less the Booking Fee. If the Mare dies or becomes unfit for breeding after she is serviced, and no live foal results, this contract may be assigned or transferred with the prior consent, and Mare approval by the Stallion Owner.

12.) The parties agree that the terms and conditions stated herein set forth the entire agreement of the parties and this agreement cannot be amended except by written agreement of both parties.

Mare Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

Stallion Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_

Ship Semen to: Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ FedEx Account #: \_\_\_\_\_ Account Name \_\_\_\_\_

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