**OM EL BELLISSIMO**

**FROZEN SEMEN BREEDING AGREEMENT**

This agreement, made and entered into this____day of_____,20___, by and between

Name:_____

Farm Name:_____

Address:_____

Telephone(s):_____Fax:_____

Hereinafter referred to as "Mare Owner" and Om El Arab International, LLC, 1900 View Drive, Santa Ynez, CA 93460, USA, hereinafter referred to as "Stallion Owner".

WITNESSETH

Whereas, Om El Arab International, is the owner of the stallion named **Om El Bellissimo,** AHA # 0632004, hereinafter referred to as the "Stallion", whereas such stallion shall have frozen semen available at Om El Arab International, LLC, or a storage facility, and whereas, Mare Owner 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):_____

THE PARTIES HERETO AGREE AS FOLLOWS:

FEES:

The Frozen Semen Breeding Fee for Om El Bellissimo is $3,500.00. This breeding fee insures Mare Owner with up to three breeding doses of frozen semen. Additional doses may be purchased for a fee of $250.00 per breeding dose. A frozen semen breeding dose is defined as a single insemination dose containing a minimum of 800 million sperm cells and has a post-thaw motility of greater than 40%.

The Breeding Fee shall be payable as follows:

The total breeding fee of **$3,500** is payable upon signing of this contract.

The Breeding Fee includes a pregnancy or live foal guarantee. Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of Stallion Manager) within the current or the following year. In the event that Mare does not conceive during the

current or following year, the Mare Owner shall pay Stallion Manager or Stallion Owner a re-handling fee of $500 prior to the rebreed.

Mare owner shall notify Stallion Owner/Manager within sixty days of the last insemination of the year if the Mare did not conceive, in order to be eligible for a rebreed the next year. Mare Owner shall also notify Stallion Owner/Manager within thirty days of the Mare's abortion, should the Mare abort.

In the event that the Mare dies, Mare Owner shall provide Stallion Owner/Manager with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Owner/Manager with a certificate indicating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section. Live Foal Guarantee to Stallion shall lapse and the Stallion Owner/Manager shall have no further obligation under this section if:

1. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
2. Mare is bred by any other Stallion without written consent by Stallion Owner/Manager prior to rebreed.
3. Mare is substituted with another mare without written consent by Stallion Owner/Manager.
4. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Owner/Manager as defined in this section.

All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or AVAILABILITY OF FROZEN SEMEN sections hereof this agreement.

In addition, the following fees shall apply and are payable prior to shipment(s) from the United States.

1. An office fee of $350.00.
2. A USDA fee of $175.00.
3. A liquid nitrogen fee of $75.00.
4. Shipping fees.
5. Container rental fee.
6. $250 for each additional breeding dose

If semen is being shipped from a Storage facility in Europe the fees of that facility apply in addition to the breeding fee and additional breeding doses.

**FROZEN SEMEN**

Stallion Owner/Manager shall provide frozen semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the semen has left the semen storage/shipping facility.

Mare Owner shall be responsible for sending a request of semen shipment to the storage facility and for contacting the Stallion Manager or Stallion Owner for an authorization of the shipment. Semen will not be shipped by any semen storage/shipping facility without an authorization from the Stallion Manager or Stallion Owner. Shipments will be made Monday through Friday during business hours.

Mare Owner shall have the responsibility to insure proper handling, storage, and insemination of the semen into the Mare.

**AVAILABILITY OF FROZEN SEMEN**

Should frozen semen become not available, due to lack/ or loss of due to unforeseeable circumstances, before Mare is first serviced pursuant to this Agreement, Stallion Owner will provide semen from a comparable Stallion.

**INDEMNITY**

Om El Arab and its owners, principals, agents, employees, veterinarians, and farriers shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that mare is in custody of Om El Arab International, LLC, or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare Owner, its agents or employees may receive while on the premises of Om El Arab. Mare Owner fully understands that Om El Arab does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal are to be borne solely by Mare Owner.

**GOVERNING LAW**

This agreement shall be construed and interpreted in accordance with the laws of the State of California. Mare Owner agrees that if any suit is brought by Mare Owner or Om El Arab international, LLC, for any purpose relating to this Agreement, such suit or legal proceedings must be filed only in small claims, municipal, or Superior Court of Santa Barbara County, CA, and Mare Owner agrees to submit to that court's jurisdiction and venue.

Mare Owner agrees that if Om El Arab or its agents, has to engage the services of an attorney to collect what Mare Owner owes on this contract, Mare Owner shall pay Om El Arab's or its agent's attorney fees, whether or not a suit is brought.

This Agreement constitutes the entire Agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. **NOTE: This contract is non saleable and non transferable.**

The parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

Agreement executed by Mare Owner this_____day of_____20____.

**Mare Owner Signature:** **Printed Name:**

_____ _____

Date:_____

**Om El Arab International**

Authorized Signature:_____

Title:_____

Date:_____

Payment Information:

Credit Card #:_____Expiration Date: _____

Name on Card:_____Signature:_____

Om El Arab accepts MasterCard and Visa.

FedEx Account Number:_____

**Please contact us at omelarab@verizon.net for Bank Wiring Instructions:**