



AliBoo Farm, Inc.
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CONTRACT FOR THE BREEDING OF STALLION BY DELIVERY OF FRESH STALLION SEMEN TO AUCTION WINNER

This Contract for the Breeding of Stallion by Delivery of Fresh Stallion Semen to Auction Winner (“Agreement”) is made between AliBoo Farm, Inc. of Minooka, Illinois (hereinafter “SELLER”), and _____ of _____, (City and State) (hereinafter “WINNER”) for WINNER’s successful purchasing bid through auction of the limited right of WINNER to breed one of its mare(s) with SELLER’s stallion, _____ (hereinafter “STALLION”), through the use of artificial insemination of STALLION’s semen (hereinafter “SEMEN”). WINNER will inseminate a mare with the fresh SEMEN collected from STALLION, and provided by SELLER, in an attempt to produce one (1) foal (hereinafter “FOAL”).

Agreement

In consideration of the terms, covenants and conditions contained herein, SELLER and WINNER agree as follows:

1. Incorporation of Opening Recital

The above opening recital is incorporated with and made part of this Agreement, but in no way should be construed as the entirety of this Agreement. In the event that anything in the main body of this Agreement conflicts with the opening recital, the main body of the Agreement shall control.

2. Payment of Service Fees and Costs

SELLER agrees to the provision of STALLION’s services, and limited right to breed STALLION, as defined within this Agreement, to the WINNER in consideration of WINNER’s successful bid at auction and WINNER’s promise to abide by the terms and conditions as set forth in this Agreement. However, the WINNER is responsible for the payment of shipping, handling and delivery as described herein. The payment(s) by WINNER of any fees and costs in this matter are to be made as follows:

- a. All payments shall be made by cash, check, cashier's check, money order, direct wire transfer, or Paypal (add 3% fee) shall be in U.S. Dollars;
- b. The WINNER agrees to pay any and all additional fees and costs as required under the terms of this Agreement. This includes, but is not limited to, failure to timely return a Dry Shipper, damage to a Dry Shipper, shipping and handling of SEMEN, etc.
- c. The costs associated with the collection, evaluation, and packaging (hereinafter “Collection Costs”) of each dose of Fresh SEMEN for purposes of delivery to the WINNER are to be paid by the WINNER to the SELLER; said cost for each collection, evaluation, packaging shall be \$275.00. There shall be a limit of three (3) attempts of collection, evaluation, packaging and delivery.
- d. WINNER will provide SELLER with a “Credit Card Information and Authorization Form” containing the credit card information of a valid credit card belonging to WINNER and authorizing the SELLER to charge said credit card for payments of fees and costs as described within this Agreement. SELLER shall notify WINNER prior to placing any charges on WINNER’s credit card. WINNER has the option of using alternative methods of payments for any and all fees and costs described within this agreement; however, the WINNER is still required to provide the SELLER with the “Credit Card Information and Authorization Form” as described within this paragraph. Should the provided credit card expire or otherwise become invalid, the WINNER shall immediately replace the “Credit Card Information and Authorization Form” with a valid credit card as described above.

3. Services to be Provided

WINNER has successfully bid at auction for the services of SELLER’s STALLION for the limited right to breed STALLION for the attempted production of one (1) FOAL. The limited right to breed STALLION is provided as follows:

- a. SELLER will collect, evaluate, package and deliver to the WINNER up to three (3) deliveries of the SEMEN of STALLION. Each delivery of SEMEN to the WINNER will contain one (1) dose as defined in section 8 of this Agreement. The SEMEN is understood to be fresh transported semen. Upon the confirmed fertilization of a Mare by the STALLION’S SEMEN, the SELLER’s services under this agreement shall be completed. As described above, the WINNER is responsible for the costs of collection, evaluation, packaging and delivery of the Fresh SEMEN.

4. Lineage and Ownership of Stallion

SELLER represents and guarantees that it is the owner of STALLION and that the SEMEN to be provided to SELLER has been collected from the STALLION. STALLION is identified as follows:

Stable Name:		Registration No.:	
Registered Name:		Color:	
Date of Birth:		STALLION’s Sire:	
Registered Breed:		STALLION’s Dam:	

5. No Live Foal Guarantee

The SELLER does not provide a live foal guarantee with this Agreement.

6. Failure to Impregnate Mare

WINNER acknowledges and understands that it is acquiring the breeding services of SELLER and its STALLION, not the guarantee of a pregnant mare or the birth of the one (1) FOAL. As such, should pregnancy in a mare not occur, or should the birth of the one (1) FOAL not occur, the WINNER acknowledges and agrees that the collection and delivery of the fresh SEMEN fulfills the services of the SELLER under the terms of this Agreement.

7. Responsibility of Inseminated Mare and Potential FOAL

WINNER expressly acknowledges and agrees that the condition, care, and maintenance of the inseminated mare, and any FOAL that a mare may become impregnated with, is entirely the responsibility of the WINNER.

8. Quantity of Shipped Semen

The delivery of SEMEN to the WINNER shall contain one (1) doses of fresh STALLION’s SEMEN. A “dose” shall be defined as a quantity of stallion semen containing at least the minimum quantity of motile sperm, as defined by industry standard, deemed reasonably necessary to attempt a pregnancy in a mare through artificial insemination.

9. Shipment of Semen

The SEMEN shall be shipped to the WINNER within a Dry Shipper. A Dry Shipper is a packaging device specifically designed for the containment of fresh horse SEMEN. WINNER agrees to ship the Dry Shipper back to SELLER, clean and undamaged within three (3) consecutive business days of receipt. A late fee of \$ 15.00 per day will apply if not timely returned. If the Dry Shipper is not returned to the SELLER, or if it is returned damaged, WINNER will be charged \$ 250.00 for the cost of replacing the Dry Shipper. The SELLER will provide a Dry Shipper for shipment, however, the WINNER will pay any and all shipping and handling costs for the delivery of the Dry Shipper to and from the SELLER.

10. WINNER’s Attempt to Breed

The WINNER expressly agrees that the STALLION’s SEMEN will be used for the sole purpose of artificially inseminating a mare in an attempt to breed one (1) FOAL.

- a. WINNER acknowledges and agrees that any fees and costs associated with any attempts to artificially inseminate a mare with STALLION's SEMEN, and any fees and costs associated with a resulting pregnancy, shall be the sole responsibility of the WINNER.
- b. Upon confirmation of pregnancy of the MARE through the artificial insemination of STALLION's SEMEN, any remaining SEMEN in possession of the WINNER is to be destroyed unless the WINNER and SELLER enter in to a separate agreement for additional breeding.
- c. SELLER agrees to provide all customary breeding documentation associated with the FOAL to the WINNER and/or customary equine registering body. Said documents may include, but are not limited to, the breeding certificate, any registrations papers required to identify the parentage of the FOAL, STALLION registration papers, pedigree, and health records. **It is expressly understood that this Agreement is only for the limited purpose of attempting to breed one (1) FOAL between a mare and STALLION and that SELLER will not provide breeding documents for any further foals produced through unauthorized use of the STALLION's SEMEN, except as permitted within this Agreement.** However, this subparagraph does not prevent the WINNER and SELLER from entering in to a separate breeding agreement to obtain further foal(s).
- d. If the breeding attempt is successful, the WINNER shall solely own the one (1) FOAL produced from the artificial insemination a mare with STALLION's SEMEN.

12. Exclusive use of Semen

WINNER agrees and understands that the SEMEN collected from STALLION and provided by the SELLER is to only be used for the exclusive purpose of inseminating a mare and producing one (1) FOAL as defined by this Agreement.

13. Acknowledgement of Risk and Disclaimer of Warranties

The WINNER acknowledges and agrees that an inherent risk is present within this Agreement that the WINNER may potentially not obtain a FOAL, despite all parties intent that this Agreement hopefully results in the WINNER acquiring a FOAL. The WINNER acknowledges and agrees that it shall in no way hold the SELLER liable, responsible, or accountable should the Agreement not result in the WINNER acquiring a FOAL.

All parties waive any and all rights to all Implied Warranties of Fitness, Merchantability, or other such similar warranties in regard to the STALLION's SEMEN other than those guaranties or warranties which have been provided within this Agreement.

14. Waiver of Claims, Limitation of Liability, and Indemnity

- a. WINNER expressly waives any and all claims against SELLER, its agents, assigns, contractors, and employees, for any and all injury to WINNER, its business, agents, contractors, employees, and owners, for losses of any kind including, but not limited to, loss to business, damage to property; injury, illness, death to a mare or death to FOAL; injury, illness, or death to any other horse of WINNER; injury, illness or death to WINNER, its agents, employees, invitees, or any other person, for any cause whatsoever, but particularly through SELLER's actions taken in furthering the performance of this Agreement;
- b. WINNER expressly waives any and all claims against SELLER, its agents, assigns, contractors, and employees, for any and all injury to WINNER, its business, agents, contractors, employees, and owners, for losses of any kind including, but not limited to, loss to business, damage to property; injury, illness, death to a mare or death to FOAL; injury, illness, or death to any other horse of WINNER; injury, illness or death to WINNER, its agents, employees, invitees, or any other person, caused by STALLION or SEMEN;
- c. WINNER assumes full liability for FOAL. Liability includes, but is not limited to, injury or damages caused by the FOAL;
- d. WINNER agrees that SELLER and its affiliates, agents, contractors, and employees will not be liable for any personal injury, damages, or liability which the WINNER, or its agents, representatives or family may suffer while on the SELLER's premises.
- e. WINNER shall indemnify, defend, and hold harmless SELLER and its owners, agents, contractors, and employees, from any and all damages caused by the WINNER; said damages include, but are not limited to, claims for bodily injury, death, or property damage caused by the WINNER;
- f. WINNER agrees to indemnify and hold SELLER and its affiliates, agents, contractors, and employees harmless from any claim related to damages, illness, or injury caused by any horses owned by WINNER, the FOAL, STALLION or SEMEN or for any claims arising from any actions taken in furthering the performance of this Agreement;

15. Miscellaneous

- a. Controlling Law: This Agreement contains all of the terms and conditions made between the SELLER and the WINNER as concerns this sale and purchase of service. This Agreement shall be construed under the laws of the State of Illinois. Should a lawsuit arise regarding the terms and conditions contained within this Agreement, Kendall County Illinois will be the venue for the action and will have jurisdiction over same action.
- b. Integration: This Agreement represents the entire agreement between the parties. WINNER shall not assign, in whole or in part, any part of this Agreement without the prior written consent of SELLER;
- c. Modification and Amendment: This Agreement may only be amended in writing, signed by SELLER and WINNER;
- d. If any part or section of Agreement shall be determined to be void, the remainder of Agreement shall remain in full force and effect;
- e. This Agreement shall be binding upon and inure to the benefit of the respective Parties, their heirs, executors, administrators, successors and assigns.

This contract is entered into on _____ (date) in Illinois and the parties acknowledge that the laws of the State of Illinois shall apply hereto.

SO AGREED:

_____ Date: _____
SELLER

Janet A. Flury, as President of AliBoo Farm, Inc.
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_____ Date: _____
WINNER

