

Contract for Breeding Services

Date: _____

Parties:

“Breeders”:

“Owners”:

Name

Name

Address

Address

City, State, Zip

City, State, Zip

Telephone

Telephone

Identity of Alpacas:

Sire:

Alpaca's Name

DOB

ARI Registration Number

Dam:

Alpaca's Name

DOB

ARI Registration Number

Location of Breeding: _____

Agreements:

1. **Services.** Owners agree to purchase one breeding to the sire identified in this contract. A breeding consists of a sixty day period in which the Seller has to confirm, by positive Progesterone test, a pregnant status of the dam identified in this contract. The sixty day period will begin _____ and end sixty days later.
2. **Price.** The stud fee for the alpaca identified in this contract is \$ _____.00. A down payment of \$ _____.00 is paid this date. Owner agrees to pay for all veterinary bills and lab fees incurred while the dam (and any cria at her side) is at the breeding location with the exception of a Progesterone test to confirm pregnancy. All sums owed by the Owner, arising from this contact and its execution are due and payable prior to release of Owner's alpaca from the breeding location.
3. **Discounts:** Breeders will give a _____ % multiple breeding discount to Owners for _____ or more breedings within a year (\$ _____.00 per breeding) and _____ % multiple breeding discount for _____ breedings within a year (\$ _____.00).
4. **Transportation and Delivery of Female.** Owners agree to be responsible for arrangement and payment of all transportation of the dam to and from the location

- identified in this contract. Owners agrees to deliver the dam in a manageable (halter trained) and healthy condition accompanied by a veterinarian certificate of health including a PCR negative test signed by a licensed veterinarian within 30 days of arrival to the breeding location.
5. **Risk of Loss.** Risk of loss shall pass to Owners upon entering into this contract for breeding. It is the Owner's responsibility to obtain insurance to protect against possible loss. Owners agree to indemnify and hold Breeders harmless from any liability of any kind and to release Breeders from all claims for damages in connection with the care and breeding of Owner's dam (and any cria at her side) while at the breeding location.
 6. **Boarding.** Sixty days free board is included with the breeding of the alpaca. Beginning _____ and ending sixty days later. After that time, Owners agree to pay \$ _____ .00 per day board, payable monthly on the 1st of the month. If dam is not confirmed pregnant within this time period, either breeding activities will cease and the dam will be returned to the Owners along with any monies paid to the Breeders, less board and feed, less all veterinary bills and lab fees for the time the dam was under the care of the Breeders or breeding activities will continue with no additional boarding costs due to the Breeders until the dam is confirmed pregnant by a positive Progesterone test.
 7. **Breeding Soundness.** It is not the intent of Breeders to provide breeding services to females which have had any history of difficulty in conceiving or in maintaining a pregnancy. If, in spite of Breeders' best efforts, the Owners' dam does not maintain a pregnancy within sixty (60) days from the initial breeding date, Breeders may decide to cease breeding efforts.
 8. **Waiver of Implied Warranties.** *The implied warranties of merchantability and suitability of a particular purpose are waived. There are no warranties which extend beyond description on the face of this contract. The breeding is sold "as is." In lieu of any implied warranties, the breeding sells with the written, express warranty, and specific rights and remedies of this contract, and no others.*
 9. **Seller's Express Warranties.** Breeders are not aware of any current adverse medical or reproductive condition in the animal. Breeders warrant that the sire's genealogy is as set forth in the ARI Registration Certificate, a copy of which is attached. The animal's ARI Registration Certificate is merged into, and made a part of, this contract.
 10. **Live Birth.** If the dam identified in this contract fails to have a live birth of thirty (30) days or longer (with the exception of death due to Owners' negligence), Breeders will rebreed the alpaca free of all charges.
 11. **No Other Warranties.** No other warranties are made. All descriptions and representations about the sire and breeding services are merged into this document. The Buyer has no right to rely on any statement, description, or representation concerning the animal and breeding except as set forth in this document.
 12. **Cancellation of Services.** Breeder and/or Owner retain the right to cancel this agreement at any time prior to the Owner's female becoming pregnant. In the event that this agreement is cancelled, the Owner's original deposit will be refunded, less board and feed, less all veterinary bills and lab fees.

13. **Nonassignment.** The warranties and remedies under this contract are nonassignable and inure only for the personal benefit of the Owners. The warranties and the remedies shall be void and lapse in the event of any sale or transfer of any interest (including transfer part-ownership) in the Owners' alpaca.
14. **Entire agreement.** This is the entire agreement between the parties. All previous discussions and negotiations have been merged into this written contract.
15. **Jurisdictions and venue.** If any dispute arises between the parties, venue and jurisdiction shall lie within the state judicial district where Breeders reside. In addition to legal relief, a court is hereby authorized to grant injunctive, declaratory or other appropriate equitable relief to enforce both the grant and the limitation of warranties and remedies as set forth by this contract.
16. **Attorney's Fees.** In any legal proceeding arising out of this contract, the prevailing party shall be entitled to their reasonable attorney's fees and costs of suit, in addition to any other relief granted by the Court.
17. **Limitation of Damages.** In no event shall damages be awarded in any legal proceeding for the Owners' incidental or consequential damages of any kind, including, but not limited to, lost profits or lost production.
18. **Requirement of Timely, Written Notice of Claim.** No legal proceedings shall be instituted arising out of this contract unless written notice is delivered by Owners to Breeders within 36 months of the date of this agreement, which notice shall specify the grounds upon which Owners assert their claim, and give Breeders reasonable opportunity to respond and offer to cure the alleged breach, if appropriate.

Seller

Buyer

Seller

Buyer