



31755 Rancho Vista Rd., Temecula, CA 92592 • Ranch: 951-699-3189
www.thealpachacienda.com

Sale of Mobile Mating Stud Services

Contract Date: 8/29/2008

Owners Name : [Click here to enter text.](#)

Phone : [Click here to enter text.](#)

Ranch Name : [Click here to enter text.](#)

Cell : [Click here to enter text.](#)

Address : [Click here to enter text.](#)

Work : [Click here to enter text.](#)

City, State, Zip : [Click here to enter text.](#)

Description of Female Alpaca to be Bred

Name : [Click here to enter text.](#)

A.R.I. : [Click here to enter text.](#)

Date of Birth : [Click here to enter text.](#)

Color/Markings : [Click here to enter text.](#)

Insured By : [Click here to enter text.](#)

This agreement is by and between: **The Alpaca Hacienda**, hereafter referred to as Breeder, (Stud Owner), and [Click here to enter text.](#), hereafter referred to as Owner, (Owner of Female).

Agreements:

- Price:** Dam Owner agrees to purchase 1 (one) breeding to Crescent Moon's Crown Royal for the sum of \$_____. The payment shall be in two amounts with one-half payable at the time of the execution of the contract and the remaining half paid at the time of the first breeding. This contract is subject to the following conditions:
 - That the herd sire is available for transit at the time of Dam Owner's request.
 - The Dam Owner shall obtain a satisfactory health certificate for the female to be bred five days prior to the stud service.
 - The Sire Owner assumes no responsibility for Dam Owners' alpaca's fertility.
 - This fee includes the cost of two visits.
 - If pregnancy is not achieved after two visits, Dam Owner can convert this contract to a standard on-farm breeding contract without the requirement of additional down payment. If the Dam Owners elect to choose this option of an on-farm breeding, all the terms and conditions of the on-farm breeding contract shall apply and supersede the terms and conditions of this contract. If the Dam Owner does not choose the option of an on-farm breeding, Dam Owner is entitled to a full refund of all funds paid, less a \$500.00 service fee, provided that prior to refund at the Dam Owner's expense the dam is examined by a licensed veterinarian and a written a signed report is provided by the veterinarian ruling out any reproductive deficiencies or problems on the part of the dam.
- Term:** This contract expires 18 months from execution.
- Dam's Current Condition:** Dam Owners agree that their dam(s) are in a healthy condition and free of known major genetic defects. Dam Owner will provide proof the dam(s) have received inoculations and worming consistent with the herd management practices of Stud Owner.



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4. **Dam Owner's Representations:** In consideration of this agreement, Dam Owner represents the following facts as to the dam:
 - a. Dam has no venereal disease;
 - b. Dam or any of her cria is free of any vaginal discharge;
 - c. Dam has not been exposed to any stud for at least 60 days prior to the arrival of the service sire;
 - d. Dam is not pregnant;
 - e. Dam has no difficulty in conception or in retaining a fetus upon conception;
 - f. Dam is free of all infectious and communicable disease.
 - g. Dam Owner will provide documentation that dam and cria have been tested negative for BVD virus prior to arrival of the service sire.
 - h. Dam has no known genetic defects, such as Choanal Atresia.
1. If any of these representations are untrue, then the contract can be voided by Stud Owner, and no funds paid will be refunded. Furthermore, Dam Owner will be responsible for any damages caused to the alpaca belonging to Stud Owner by such misrepresentation, even if the misrepresentation is unknowing.
2. **When Stud Fee Earned and Due:** The stud fee will be earned upon Stud service. Dam Owner, at their expense, will be responsible for checking the pregnancy status of their female. The risk of loss for both the dam and cria at side remain with the Dam Owner.
3. **Lien Rights Conferred:** Dam Owner acknowledges that Stud Owner will have a lien upon the future cria to secure payment of all charges and monies that may become due and owing pursuant to this contract and that Stud Owner will have the right to deny registration approval until all charges are paid in full, pursuant to the laws of the state where this contract is to be performed to enforce Stud Owner's lien rights.
4. **Live Birth Guarantee Defined:** Stud owner guarantees a live cria will be born to Owner's dam as a result of this stud service. The live birth guarantee is satisfied if the cria survives 7 days after birth. If Dam Owner claims the guarantee is not fulfilled, then Dam Owner shall provide proof from a licensed veterinarian that the cria died within 7 days after birth of natural causes, in the event that the pregnancy produces a viable fetus. In the case of miscarriage, re-absorption, or premature cria, the Dam Owner can return the open female for rebreeding within 12 months of the initial service date, free of charge to the same stud.
5. **Dam Owner's Exclusive Remedies:** If the conditions of paragraph 7 are satisfied to show the live birth guarantee has not been satisfied, then the Dam Owner's exclusive remedy shall be entitlement to a free rebreeding. Dam Owner will bear the costs associated with the rebreeding option. Notice of non satisfaction of the conditions in paragraph 7 shall be given by Dam Owner within 14 months from the date Stud Owner shall have earned the stud fee under paragraph 5 and any rebreeding option shall be exercised by Dam Owner within 18 months after the stud fee was earned, or said rebreeding option shall be deemed to be waived by non use.
6. **No Other Guarantees or Warranties:** No guarantees or warranties are provided by Stud Owners or their agents or employees beyond those expressly stated herein. The sole remedies of Dam Owner are those contained herein. The parties further agree the no express or implied warranties apply to this transaction, and none have been made by Stud Owner. No warranties have been made that the sire is in fact free from cosmetic, phenotypic, genetic, conformation, or aesthetic defects, nor that the offspring of this breeding of sire and dam shall be free of such defect(s). Stud Owner and Dam Owner have jointly inspected the sire and find him free of any known defects that make a breeding of sire and dam inadvisable.



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7. **Contract for Service; Non Applicability of the UCC:** This is a contract for service, and not for the sale of “goods” within the meaning of the Uniform Commercial Code. The UCC warranties of merchantability and suitability for a particular purpose do not apply as a matter of law; however, if the parties operate under a mistake of law, then Dam Owner acknowledges that all UCC warranties are waived as a matter of fact. Accordingly, no remedies under the UCC applicable to the sale of goods are available to Dam Owner.
8. **Waiver and Release of Liability:** Dam Owners release, discharge and agree to hold Stud Owner and his agents and employees, harmless for all claims that may arise as a result of this stud service contract, and the attendant boarding of dam alpaca (and any cria at her side) unless injury or damage is caused to dam alpaca (or her cria) by an act of gross negligence. Dam Owners represents either that the dam (and any cria at her side) are insured with a “full mortality” insurance policy or that the Dam Owners are acting as their own self insurer, both as to mortality, and also as to any injury, damage or any event causing a loss of value of Dam (and any cria at her side) that may occur. Dam Owners further agree that their sole remedy, in the event of damage, loss or any event causing a loss of value to either dam or any cria at her side, shall be to make claim against any insurance policy that they have acquired. If Dam Owner fails to acquire such insurance and hence act as their own self insurer, they shall be deemed to have waived any claim against Stud Owner and his agents and employees.
9. **Legal Proceedings:** In the even any lawsuit is initiated by either party, the prevailing party shall be entitled to recover their reasonable attorney’s fees and costs of suit. Jurisdiction and venue of any lawsuit arising out of this contract shall be in Riverside County, California, where the Stud Owner resides.
10. **Limitation of Damages.** In no event shall damages be awarded in any legal proceedings for Dam Owners’ incidental or consequential damages of any kind, including, but not limited to, delay in performance, lost profits or lost production.

Stud Owner

Date

Dam Owner

Date