



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

On-Ranch Breeding Contract

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).

The Parties agree as follows:

1. The alpaca stud [Click here to enter text.](#), will service the Owner's female, at Temecula, California, beginning on the arrival date of: [Click here to enter a date.](#) The breeding fee shall include Agisting said female the (Dam) for a 90-day period from arrival at breeder's farm. After the 90-day period, Agisting Fees will be charged at the rate of Four Dollars **(\$4.00)** per day.
2. The Owner will pay the Breeder a breeding fee of \$[Click here to enter text.](#) Dollars for said female alpaca. **The breeding fee in its entirety is due at the time of delivery of said female alpaca to Breeder's farm.** If said female does not become pregnant while at Breeder's farm, the Owner is entitled to a refund less a \$500.00 service charge. Owner agrees that female alpaca will not be released from Breeder's farm until all fees, veterinary and other charges are paid in full. Owner will be responsible for all transportation costs of their alpaca to and from Breeder's farm. This agreement is binding and has a one year option. If this breeding is not taken within a year of the signed date on this contract, this agreement will be considered Null & Void.
3. **Owner shall provide the Breeders with the following information, and said information will be in the possession of The Alpaca Hacienda before the visiting female is put on transport.**

The following is required:

- a. Complete medical records.
- b. One copy of ARI certificate.
- c. Breeding records of said female and cria.
- d. Any information that the Owner may possess of any known genetic defects in the cria at side, or any of said female's previous offspring. **Also, if there are health issues that the current cria is experiencing,**



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we would request that the intended female not be transported until her cria's health issues have been resolved, or the cria has been weaned.

- e. Owner shall give worming medication to dam within ten days prior to delivery of female to Breeder.
- f. The Owner shall also give the Breeder a copy of current health certificate (performed within 30 days prior to delivery of dam.)
- g. **BVDV – A PCR test shall be done** on the said female to be bred and a PCR test on any cria which might be at her side. Said female (and cria) will be subject to quarantine at Breeder's discretion for three weeks after arrival.
- h. Owner shall show proof that said female has received a CD&T injection within the last 12 months.
- i. Also, Owner shall provide written verification from their veterinarian that the alpacas arriving at Breeder's farm have passed the requirements herein stated in 1-8 noted below:
 - 1. Dam has no venereal disease.
 - 2. Dam is free of any vaginal discharge.
 - 3. Dam has not been exposed to any stud for at least 60 days before her arrival at the Breeder's for breeding.
 - 4. Dam is not pregnant.
 - 5. Dam has no difficulty in conception or in retaining a fetus upon conception.
 - 6. Dam (and cria) is free of all infectious and communicable disease.
 - 7. Dam (and cria) is **parasite free shown by a recent fecal test** (within 14 days.)
 - 8. Dam (and cria) will be veterinary checked and declared clean and free for ticks (ears and body), mites and lice.

If any of these representations are untrue, the Breeder can void the contract, and funds paid (minus a \$500.00 service fee) will be refunded. Furthermore, Owner will be responsible for any damages caused to alpacas belonging to Breeder by such misrepresentations, even if the misrepresentation is unknowing.

- 4. During the service period, Breeder is given full discretion to manage breeding of the dam to achieve pregnancy. Breeder reserves the right to require a veterinary reproductive examination should there be a problem getting said female bred, including medical laboratory tests, by the Breeder's veterinarian at the Breeder's farm. The Owner of said female will be responsible for all incurred costs.
- 5. During the time that the Owner's female and cria are in the custody of the Breeder, the Breeder will have the absolute discretion to engage the services of a veterinarian of the Breeder's choosing to attend to the immediate medical needs of the Owner's female and cria. These include and are not limited to obtaining veterinarian examinations, including medical treatments and laboratory tests. The Owner of said female agrees to pay all veterinarian expenses in full prior to said alpaca departing the Breeder's farm.
- 6. **Live Birth Guarantee Defined:** Breeder 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 30 days after birth. If Owner claims the guarantee is not fulfilled, the Owner shall provide proof from a licensed veterinarian that the cria died within 30 days after birth and the cause of death in the event that the pregnancy produces a viable fetus. If the dam loses



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the fetus prior to delivery by absorption or miscarriage, proof of such event shall be required within 11 months of the departure of the dam from Breeder, or within 30 days of discovering the dam is no longer carrying a fetus, whichever occurs first.

7. In the case of pregnancy loss by absorption, miscarriage or any other similar demise, Owner may have female rebred at no additional charge. However, Owner must comply with the same contractual health requirements of bringing the said alpaca back on the Breeder's premises. Owner agrees to pay current daily Agisting Fees (after 30 days from date of conception) and any and all additional medical costs incurred as defined within this agreement while alpaca(s) are residing on Breeder's farm. Owner of said female will take sole responsibility and bare all additional costs of said female's transportation to the said stud for rebreeding. The rebreeding shall be exercised by Owner within 18 months after the stud fee was earned, or said rebreeding shall be deemed to be waived by nonuse.
8. The Breeder shall provide a pregnancy guarantee at the time said female departs from the Breeder's farm. This guarantee is made by progesterone testing, a maximum of two (2) progesterone tests are included in the breeding fee. Additional progesterone tests can be performed at the Owner's expense; cost for each additional test will be **\$50.00** dollars. Ultrasound is available at Owner's expense. The Breeder shall also provide to the Owner all breeding dates and all medical records taken during said alpaca's stay.
9. The pregnancy guarantee and rebreed option is null and void if said female leaves the Breeder's farm before 30 days from the date of conception, or prior to the Breeder's veterinarian approval to transport. It is the belief of The Alpaca Hacienda that it is in the best interest of the dam not to transport during the first 90 days of her pregnancy. If Owner decides to transport after the first 30 days and before the 90 days, they do so at their own risk and in accordance with the other stipulations and clauses of this contract.
10. In the event that Owner exercises a rebreed and said stud is sold or no longer is living, Owner is entitled to a refund, less \$500.00, which shall be called the service fee.
11. This contract cannot be assigned or transferred by Owner. In the event the female if sold or otherwise changes ownership, no return breeding or guarantees are transferable to a new owner.
12. Breeder will not be held liable for any genetic defects or congenital abnormalities present at birth or developing at a later date.
13. Breeders, their agents or employees, provide no guarantees or warranties beyond those expressly stated herein. The sole remedies of Owner are those contained herein. The parties further agree that no express or implied warranties apply to this transaction, and Owner has made none. No warranties have been made that the said stud is in fact free from cosmetic, phenotypic, genetic, conformational, or aesthetic defects, or that the offspring of the breeding of sire and dam shall be free of such defect(s).
14. By signing this contract, the Owner acknowledges that The Alpaca Hacienda will have a lien upon the said dam to secure payment of all charges and moneys that may become due and owed pursuant to this contract. The Owner also acknowledges that The Alpaca Hacienda will maintain the rights to retain possession of said dam until all charges are paid in full, or to sell the dam in accordance with California law to enforce their lien rights.
15. **Waiver and Release of Liability:** Owner releases, discharges and agrees to hold Breeder, his agents and employees harmless for all claims that may arise as a result of this stud service contract. Owner represents that the dam and cria are insured with a "Full Mortality" & "Theft" insurance policy. Owner further agrees that their sole remedy, in the event of damage, loss, or any event causing loss of value to either dam or cria at her side, shall be to make claim against any insurance policy that they have acquired. If Owner fails to acquire such insurance and hence act as their own self-insurer, they shall be deemed to have waived any claim against Breeder, his agents and employees.



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- 16. 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.
- 17.** In the event either party initiates a lawsuit, the prevailing party shall be entitled to recover their reasonable attorney’s fees and cost of suit. Jurisdiction and venue of any lawsuit arising out of this contract shall be in the state of California, Riverside County.
- 18.** In no event shall damages be awarded in any legal proceedings for Owner’s incidental or consequential damages of any kind, including, but not limited to delay in performance, lost profits or lost production.

Signed:

Breeder

Date

Owner

Date

The Alpaca Hacienda
Mike Arndt/Beth Osborne