

BREEDING CONTRACT FOR FONZEE

This contract is between Monaco Pines Alpaca Ranch, LLC (the "Ranch"), and:
_____, (the "Dam(s) Owner").

For services to be provided by Ranch owned Herdsire named Fonzee, ARI Reg. No. 31568364 (the "Herdsire")

The Dam Owner owns the following female alpaca _____, ARI Reg. No. _____, which they desire to breed to the Herdsire. Name, gender and DOB of cria (if any) at side _____

Breeding and Boarding Fees: Subject to the terms of this contract, the Ranch has agreed to breed the Herdsire to this female for a fee of \$ 1,000.00 or a drive by breeding of \$ 750.00 (the "Breeding Fee"). Fifty percent of the breeding fee is due and payable upon signing this agreement and the remaining fee is due and payable upon obtaining a confirmed pregnancy by progesterone testing. The first 60 days' boarding for females to be bred to Fonzee is included in the breeding fee. Thereafter, a boarding fee of \$6.00 per day will be charged as long as each female remains at the Ranch.

The breeding will take place at **Monaco Pines Alpaca Ranch, LLC, 1171 Monaco Road, Levelland, TX 79336. 806-299-1431.**

Dam Owner's Representations: The Dam Owner represents that, to the best of his/her knowledge, the dam is capable of reproduction. At the time of the Dam Owner's delivery of the female to the Ranch, the Dam Owner shall provide each of the items below:

- A copy of the female's ARI registration certificate.
- A sample of fiber from the female taken from the blanket area.
- Any information in the Dam Owner's possession of any known genetic defects in the female or in any of her offspring or ancestors.
- Any material information in the Dam Owner's possession concerning any prior health problems including reproductive problems. Include a brief history of any attempts to get the dam pregnant that were not successful, any stillbirths or dystocia's, and any breeding attempts or exposure of her to males up to 30 days before the scheduled breeding date.
- A current health certificate (within 14 days) from a licensed large animal veterinarian, that certifies the female alpaca's and cria's vaccinations and de-worming are current and lists the dates of administration, dosages and name of each product used in the preceding year, and that also states the alpacas are sound, in good health and clear of any internal or external parasites, any diseases identified and controlled by state law, including BVDV, and all infections.
- Proof of current full mortality insurance for the female alpaca and/or cria, or a written statement that the Dam Owner has elected to be self-insured. If Dam Owner self insures, initial here _____. If the alpaca(s) are insured, write the name and phone number of the company here

Breeding Management: In return for the Breeding Fee, the Ranch will breed the female alpaca to the Herdsire in such a manner and for such frequency and times as the Ranch deems sufficient to obtain a confirmed pregnancy. Progesterone tests will confirm that the female alpaca has established a successful pregnancy with the Ranch's Herdsire.

If the Dam Owner should for any reason decide to remove a female from the Ranch prior to a successful breeding, the Dam Owner will be refunded the amount paid on the Breeding Fee less costs. Costs are outlined in the Other Terms or Conditions section of this agreement.

The Ranch reserves the option to terminate this Agreement if the female's condition changes or her behavior is likely to prevent successful breeding or is likely to cause disease, damage, distress or disruption to other animals. If the Ranch should terminate this Agreement for any reason prior to the completion of the breeding, the Dam Owner will be refunded the full amount paid on the Breeding Fee less costs.

Any other fees earned by the Ranch, as well as any emergency medical expenses or other non-routine expenses incurred and documented by the Ranch, will be deducted from any refund.

Disclosures: The Ranch upon request has provided the Dam Owner with an opportunity to inspect all of the Ranch's health and reproduction records pertaining to the Herdsire. The Ranch hereby guarantees that these records are all of the Ranch's records on the Herdsire and to the best of the Ranch's knowledge, the Herdsire is free of any undisclosed injuries or diseases or congenital problems as of the date of this Agreement. The Ranch has disclosed to the Dam Owner all material facts known by the Ranch concerning the condition of the Herdsire. In addition, the Ranch will, at the Owner's request, provide all information the Ranch has about the quality, health and location of the Herdsire's offspring. Other than this disclosure and the following "live birth" guarantees, the Ranch accepts no liability for congenital defects or other abnormalities in the Herdsire's offspring.

Guarantees: *The following guarantees are provided to the Dam Owner expressly in place of all other guarantees, oral, express or implied, including the warranties of merchantability and fitness.* Except for these guarantees, the Dam Owner assumes all risk inherent in the breeding process. Except as stated, in the event of a breach of one of these guarantees, the Ranch obligation under these guarantees is limited to conducting another breeding with the female alpaca without charging the Dam Owner the Breeding Fee. The Dam Owner is responsible for transportation of the female to and from the Ranch for all breeding's unless terms for a mobile breeding are attached. Dam Owner acknowledges that the Herdsire may be in residence at the Ranch at the time a re-breeding is required and therefore a drive by breeding or agistment fees will be required.

The Ranch guarantees that:

1. If the female alpaca does not remain pregnant after payment of the Breeding Fee, the Ranch will provide a subsequent breeding for that female with the same herdsire at no additional Breeding Fee, except for costs, under the same terms as imposed under this Agreement.
2. If the female is found to not be able to conceive a pregnancy, the Dam Owner may transfer the breeding to another female.
3. If the Herdsire's offspring from the female dies at birth or does not survive for 48 hours after birth, except in the case of death caused by a predator or negligence, the Ranch will provide a subsequent breeding with the same Herdsire to the female with no additional Breeding Fee, except for costs, under the same terms as imposed under this Agreement (some exceptions may apply for Ranch).

4. If the female loses the cria or fetus and becomes unable to conceive or dies before or during birth, the Ranch will provide a subsequent breeding with the same Herdsire to another of the Dam Owner's females at no additional Breeding Fee or other Ranch herdsires (some exceptions may apply or additional fees be charged based on Dam Owner's choice of herdsire), except for costs, under the same terms as imposed under this Agreement.
5. If re-breeding is required and the same Herdsire is incapable of or unavailable for breeding, the Ranch will provide a breeding with another of the Ranch's herdsires to the Dam, additional Breeding Fees may be charged based on Dam Owner's choice of herdsire, and other costs will apply, under the same terms as imposed under this Agreement.

Boarding Terms: The Ranch will provide each alpaca with the same day-to-day care and routine attention that the Ranch provides to its own animals for so long as that alpaca is at the Ranch. The care provided by the Ranch will be consistent with the level of care provided by like facilities in the industry and including:

1. the provision of continuous access to water, food and shelter
2. visual monitoring of the alpacas to identify any obvious injuries or visible signs of illness (diarrhea, inability to walk, or similar conditions) or significant weight loss or lack of weight gain in crias.

If any concern for the health of any alpaca boarded at the Ranch should arise, the Ranch will attempt to immediately notify and consult with the Dam Owner about the appropriate steps to be taken. In case of emergency and/or the Ranch's inability to contact the Dam Owner, the Dam Owner hereby authorizes the Ranch to use its best judgment and agrees to reimburse the Ranch for all documented expenses incurred on the Dam Owner's behalf.

In any event, it is expressly agreed that the Ranch is not an insurer of the alpaca's health and well-being, and will not be responsible for any harm that may befall the alpaca absent obvious and verifiable negligence by the Ranch in providing the care as described above. The Dam Owner agrees that his or her sole remedy for any death or injury to any alpaca while it is in the care of the Ranch is to seek reimbursement under the terms of his or her insurance policy.

The Dam Owner agrees to pay all amounts due in full prior to removing the alpaca(s) from the Ranch. The Dam Owner grants the Ranch all necessary lien rights in each alpaca to secure the payment of all fees and expenses, including statutory liens pursuant to Texas State Law.

Mediation of Any Disputes: If there is any disagreement over the obligations imposed by this Agreement, all parties agree to resolve the dispute through the use of mediation with each party paying fifty percent of the mediation costs. Unless the parties agree otherwise, the dispute shall be resolved under the guidance of the American Arbitration Association's mediation rules.

Other Terms or Conditions:

- A. Costs include agistment, special feed or costs for veterinary care.
- B. The Ranch agrees to provide the following additional services if they become necessary:
 1. Arrange for the provision of veterinary treatment other than routine ultrasound/progesterone testing for pregnancy. Time spent with the veterinarian will be charged at \$30 per hour.
 2. If therapy involves hands-on treatment at the Ranch, the Ranch shall charge the Dam Owner at the rate of \$30 per hour per person for time spent administering such treatment.
 3. Dam Owner shall be responsible for the costs of all veterinary care and for all medication

prescribed. Dam Owner shall arrange with attending veterinarian for direct billing to the Dam Owner's address.

4. The Ranch shall send an invoice to the Dam Owner for the above services at the beginning of each month for any services provided the previous month. Payment is due upon receipt.
- C. The Dam Owner agrees to provide the Ranch with a photo of the resulting cria and a small sample of fiber, and to allow the Ranch to use the cria's photo and the Dam Owner's name or ranch name when marketing the Herdsire.

Ranch:

Monaco Pines Alpaca Ranch, LLC, 1171 Monaco Road, Levelland, Texas 79336. (806) 299-1431, cindy@monacopines.com – Owner Cindy Negen – Herd Code: NE313

Signature Date

Dam Owner: _____
Signature Date

Dam Owner: _____
Signature Date

Farm Name _____ **Herd Code** _____

Print Name (s): _____

Address: _____

City, State and Zip: _____

Phone: _____ **E-mail:** _____

Approximate date of Dam's Arrival at Monaco Pines _____

RANCH BREEDING OR DRIVE BY BREEDING

Dam Owner Signature Dam Owner Signature

Please email to cindy@monacopines.com or Fax to: 806-897-0237

Mail to:

Monaco Pines Alpaca Ranch, LLC

1171 Monaco Road

Levelland, TX 79336