

# Friendly Farm Alpacas

## Stud Service Contract

### **Parties:**

1. Stud Owner: Friendly Farm Alpacas
2. Dam Owners: \_\_\_\_\_

### **Recitals:**

1. Stud Owner/Steward offers service to the stud alpaca male with ARI Registration # \_\_\_\_\_ to Dam Owners;
2. The owners of the dam alpaca \_\_\_\_\_ (name) with ARI Registration # \_\_\_\_\_ desire this stud service;
3. The owners of said dam alpaca have simultaneously entered into an Agistment and Boarding Contract with *Friendly Farm Alpacas* concerning said alpaca, the terms and provisions of which shall also apply during the period of time when the alpaca is in the care, custody and control of Stud Owner/*Friendly Farm Alpacas* for purposes of breeding the dam pursuant to this contract;

### **Agreements:**

1. **Price:** Dam Owner agrees to pay the sum of \_\_\_\_\_ payable to Stud Owner. This fee includes the cost of boarding their dam and her cria at her side, for a period of 45 days. After this time, Dam Owners will be billed at current daily agisting rate. Half of this amount is due at the time of delivery of the dam payable to *Friendly Farm Alpacas*. The second half will be due and payable at the time that pregnancy is confirmed pregnant by ultrasound.
2. **Dam's Current Condition:** Dam Owners agree to deliver their dam to *Friendly Farm Alpacas* in a healthy condition and free of known major genetic defects. Dam Owner will provide proof that the dam has received inoculations and worming consistent with the herd management practices of Stud Owner/*Friendly Farm Alpacas* including a negative BVDV test results with the PCR test method.
3. **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 sixty (60) days before her arrival at *Friendly Farm Alpacas* for breeding.
  - 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 has no known genetic defects, such as Choanal Atresia.

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 alpacas belonging to Stud Owner by such misrepresentation, even if the misrepresentation is unknowing.

4. **Stud Owner's Management Discretion:** During the service period, Stud Owner, or *Friendly Farm Alpacas*, is given full discretion to manage breeding of the dam to achieve pregnancy.
5. **When Stud Fee Earned and Due:** Half of the stud fee of (\$\_\_\_\_\_) will be due and payable upon execution of this contract or delivery of the dam to *Friendly Farm Alpacas*. The second half of the stud fee (\$\_\_\_\_\_) will be earned and due upon *Friendly Farm Alpacas* providing evidence of pregnancy by means of an ultrasound. The Stud Owner will pay for this ultrasound. The Dam Owner will be responsible for all other costs associated with the breedings, not limited to, but including veterinary bills.
6. **Authorization of Emergency Care:** Dam Owner authorizes emergency veterinary care and agrees to pay all necessary and reasonable veterinary charges for services rendered to the dam while in the care of *Friendly Farm Alpacas*. These bills will be due and payable within 30 days of billing.
7. **Lien Rights Conferred:** Dam Owner acknowledges that Stud Owner/*Friendly Farm Alpacas* will have a lien upon the dam to secure payment of all charges and monies that may become due and owing pursuant to this contract and that Stud Owner/*Friendly Farm Alpacas* will have the right to retain possession of dam until all charges are paid in full, or to sell dam pursuant to the laws of the state where this contract is to be performed to enforce Stud Owner's lien rights.
8. **Live Birth Guarantee Defined:** Stud Owner/*Friendly Farm Alpacas* 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 thirty (30) 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 thirty (30) days after birth and the cause of death was not due to neglect of the dam in the event that the pregnancy produces a viable fetus. If the dam loses the fetus prior to delivery by absorption or miscarriage, proof of such event shall be required within eleven (11) months of the departure of the dam from Stud Owner, or within thirty (30) days of discovery the dam no longer is carrying a viable fetus, whichever occurs first.
9. **Dam Owner's Exclusive Remedies:** If the conditions of paragraph 8 are satisfied to show the live birth guarantee has not been satisfied, then the Dam Owner's exclusive remedy shall be a free rebreeding of that dam, or another dam if original dam cannot conceive, with Stud Owner/*Friendly Farm Alpacas* exercising the choice of which option will be provided to Dam Owner. Dam Owner will bear all costs associated with the rebreeding option. Notice of non-satisfaction of the conditions in paragraph 8 shall be given by Dam Owner within fourteen (14) months from the date Stud Owner/*Friendly Farm Alpacas* shall have earned the stud fee under paragraph five and any rebreeding option shall be exercised by Dam Owner within eighteen (18) months after the stud fee was earned, or said rebreeding option shall be deemed to be waived by non-use.
10. **No Other Guarantees or Warranties:** No guarantees or warranties are provided by Stud Owners or their agents or employees beyond those expressly stated herein.
11. **Costs of Transportation:** Dam Owner is responsible for all costs of transportation of their dam alpaca to and from *Friendly Farm Alpacas*.
12. **Waiver and Release of Liability:** Dam Owners release, discharge and agree to hold Stud Owner/*Friendly Farm Alpacas*, and his/her 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 damages is caused to dam alpaca (or her cria) by an act of gross negligence. Dam Owners represent 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/*Friendly Farm Alpacas*, and his/her agents and employees.

**13. Legal Proceedings:** In the event 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 the county where this contract is to be performed.

**14. 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.

**15. Pregnant Female.** Should a dam arrive at *Friendly Farm Alpacas* that is then found to already be pregnant, the dam owner will receive a refund less \$250 and the dam owner will be responsible for the costs associated with the confirmation of the pregnancy – ultrasound, progesterone test or any other means.

**16. Expectations:** It is expected that breeding and confirmation of pregnancy will take from four to six weeks. Dam Owner should expect to leave the Dam at the Breeders' ranch continuously during that time. Breeders will make a reasonable attempt to ensure a successful breeding at the earliest possible date but are not responsible for delays caused by any animal, weather, or other parties. Breeders expect that Dam Owner will continue to confirm pregnancy during the period of gestation. The Breeders are not responsible for lost time due to failure to maintain a pregnancy.

Stud Owner Signature: (Friendly Farm) \_\_\_\_\_ Date: \_\_\_\_\_

Dam Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_