

Colusa Riverside Alpacas (CRA)

6909 Codorniz Rd.

Colusa, CA 95932

Herdsire Services Contract

1. **Breeding Fee:**

The undersigned, Owner (“Dam Owner”) of the dam _____ (“Dam”) ARI# _____ hereby agrees to breed dam to the herdsire _____ standing at Colusa Riverside Alpacas hereafter CRA or its custodian, and to pay a breeding fee of \$_____ covering the _____ breeding season of the year_____, due and payable prior to the breeding of the dam.

2. Dam Care Expenses

It is understood that in addition to the above stated fee, the Dam Owner shall pay board expenses at the rate of \$_____ per day for a dam without a cria at side or \$_____ for a Dam with a cria at side. In addition, owner is responsible for all related veterinary services and expenses including drugs, medications and supplies; and all other expenses reasonable and necessary to insure the well being and breeding of the Dam. CRA shall provide owner with a detailed breakdown of these expenses which shall be due and payable prior to the dam’s departure from CRA. Dam will have proof ARI registration, proof of negative BVDV status and proof of recent CDT immunization (within the calendar year).

3. **Re-Breeding Privilege /Live Cria Guarantee:**

CRA and its custodian anticipate a live cria from this mating. A live cria is defined for the purposes of this contract to be one, which stands and nurses for at least 30 days. Should the dam abort at any time after being confirmed by ultrasound to be pregnant to the herdsire, or should her cria be born dead, the dam owner is guaranteed a return privilege for the same dam or a substitute dam, during the same breeding season or the following breeding season at no additional herdsire breeding fee. All other fees will still apply, i.e. vet, transport, etc.

4. **Contract Nullification:**

It is understood that should the herdsire die or become unfit for service, and the dam does not produce a cria, the dam owner shall at their option substitute any other herdsire owned by CRA .

5. **Waiver of Liability:**

It is understood and agreed that CRA and its agents, employees and associates shall not be liable for any sickness, disease, astray, death or injury which may be suffered by the dam, or any cria of the dam, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the dam. Dam owner understands that CRA does not provide any public liability, accidental injury, theft or Alpaca mortality insurance on the dam or any cria that may be born to the dam as a consequence of breeding the dam to the herdsire, and that all risks connected with breeding or provision of any service to the dam and such cria shall be born solely by the dam owner. Dam Owner hereby agrees that Colusa Riverside Alpaca’s parties shall not be liable for any special, incidental or consequential damages arising from the transactions covered by this agreement, including without limitation any damages arising from the nonperformance of obligations which dam owner may have undertaken to any third party in reliance upon any promises and representations made in this

Agreement. In no event shall CRA be liable for any action or cause of action arising under this agreement exceeds the amount of fees paid by dam owner hereunder.

6. Payment of Fees:

Dam owner agrees to pay CRA all applicable charges, fees, services, and expenses identified on this agreement. All board and dam care charges are due when mare departs Colusa Riverside Alpacas. Dam Owner will pay a late charge of one and one-half percent per month on all past due moneys.

7. Miscellaneous Provisions :

Dam owner hereby agrees to indemnify and hold harmless the CRA parties from and against any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third person or persons or the property of any third party or persons caused by the dam, or any cria resulting from any breeding of the dam to the herdsire, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities at law or in equity of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any injury to the dam or any cria of the dam while they are in custody of CRA parties.

This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing with 30 days notice, signed by both parties. Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of this agreement with the proper postage for first class mail. Dam owner shall reimburse CRA for all costs, fees and expenses, including reasonable attorney's fees incurred by rights under this agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with or related to this agreement.

This agreement shall be governed by and construed in accordance with the laws of the state of California.

Dam owner has read and accepts all of the terms on each page of this agreement.

Dam owner _____ Phone _____

Address _____

Dam Owner signature _____ Date _____