

**Drive-by Breeding Agreement
With 90 day live birth and breeding quality guarantee**

Date:

Stud: 588 Peruvian Lancaster (ARI # 835025)
Stud Owner/Breeder: AuSable Valley Alpacas
57 Howard Hts Ln, Jay, NY 12941

Name and ARI # of Female(s) Being Bred:
Dam Owner:

Dates of Breedings:

Service Fee for 1 Female Alpacas: \$3,000 (50% deposit with signed contract, and balance upon pregnancy confirmation).

90 Day Live Cria Guarantee: Stud Owner warrants that the female will have a live birth and cria will survive 90 days. If Dam Owner claims the guarantee is not fulfilled, then Dam Owner shall provide proof from a licensed veterinarian that the cria died within 90 days after birth and the cause of death in the event that the pregnancy produces a viable fetus. As well, if cria survives over 48 hours, Dam owner shall provide proof of crias IgG levels and if below 1000 ng/ml, proof that a plasma transfer was performed on cria. If the Dam loses the fetus prior to delivery by absorption or miscarriage, proof of such event shall be required within 11 months after pregnancy confirmation, or within 30 days of discovery the dam no longer is carrying a viable fetus, whichever occurs first.

If the conditions of the live birth guarantee are not satisfied according to the terms afore mentioned, then the Dam Owner's exclusive remedy shall be a free non-transferable breeding.

90 Day Breeding Quality Guarantee: Stud Owner warrants that the resulting cria from the breeding will be of breeding quality.

If within 90 days of birth the Dam Owner feels that the initial cria is not of breeding quality the Stud Owner will provide a free non-transferable breeding or a full refund at the Stud Owner's sole discretion. If a rebreeding is provided the Stud Owner reserves the right to retain the initial cria after weaning.

Owner and Breeder agree upon the terms and conditions herein set forth: Pregnancy will be determined by a positive progesterone assay test or by ultrasound and conducted at the Dam's farm & expense.

Agistment: N/A

Breeding: Stud owners have agreed to make stud available for a "drive-by" breeding at a prescheduled time at the stud owner's farm. Dam owner agrees to test receptivity of the female to be bred by Stud owner's own male and if the female tests positive by cushing to notify stud owner within 24 hours. Dam owner agrees to tease/test female after breeding/s to determine conception status at owner's expense. No board is included in this agreement.

Dam Owner agrees that their sole remedy in the event of damage, loss or any event causing the loss of value to either dam or any cria at their side, shall be to make claim against any insurance policy they may 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 AuSable Valley Alpacas both as to mortality, and also as to any injury, damage or any event causing loss of value of alpacas that may occur.

Dam Owner represents that his/her dam is current on all vaccinations and worming and has no known history of fertility or pregnancy problems & will abide by the current health requirements of the stud owner. The dam owner further represents that the dam:

- Is in sound general health and body condition including free of any indications of infections, diseases & external parasites including but not limited to mange mites & ringworm.
- Is PCR negative for BVDV.
- Dam is reproductively mature and free of uterine infection. Speculum exam required for proven dams.
- Dam is free of vaginal stricture (persistent hymen) as evidenced by digital exam by veterinarian.

If female is a Maiden then owner is required to show proof of a passed pre-breeding soundness exam by an experienced Camelid Veterinarian or waive all liability and warranty claims.

Any cria at side will be required to meet the same requirements for general health, external parasites and negative PCR test for BVD.

All of the above must be documented on a Certificate of Veterinary Inspection and a copy provided to Sire Owner prior to date of breeding.

AuSable Valley Alpacas, its agents or employees, shall not be liable for any sickness, injury, disease, astray, theft, disability or any other injury which may be suffered to dam owners alpaca(s) while in their custody or during the breeding process.

This Contract Contains the entire agreement of the parties and no representation promises, agreements or otherwise not set forth herein shall be of any force and effect. If any of the provisions of this agreement shall contravene or be invalid under the laws of the State of New York, such contravention or invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

At AuSable Valley Alpaca's Option, jurisdiction and venue for all disputes connected with this contract shall be proper only in Essex County, NY. If is lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

In Witness Whereof, the respective parties have set their hands this date as stated herein.

Breeder:

Date:

Jay Ward
AuSable Valley Alpacas

Dam Owner/Agent:

Date:
