



FIREWEED FARM ALPACAS

TERI PHIPPS

DAVID SCHIEFERSTEIN

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(804) 556-2526

FireweedAlpacas.com

PLEASE NOTE: Our standard Breeding And Boarding Contract is attached for anyone bringing females to the Farm for breeding. For the health and safety of all animals that will be staying at our Farm, please note the following checklist of **mandatory requirements that must be submitted to the Farm in advance of your female's arrival.** Please contact us if you have any questions.

- ❖ A copy of the **ARI registration certificate** for each female. (As a matter of policy, the Farm will not allow breedings to unregistered females.)
- ❖ Any information in the Owner's possession of **any known genetic defects** in the female or any of her offspring or parents, as well as any material information in the Owner's possession concerning any prior or current **health problems** with the female and **prior pregnancies or births**.
- ❖ A **current health certificate** (within 30 days) from a licensed large animal veterinarian certifying that each female alpaca's vaccinations and deworming are current and that she is sound, in good health and is clear of any internal or external parasites, any diseases identified and controlled by state law, and any infections.
- ❖ If this is a **first time breeding** for the female, the certificate should also provide that, after a physical examination by the Owner's veterinarian, there is no physical hindrance that would adversely affect the breeding process. Any hymen for such a female must be reduced prior to breeding.
- ❖ Proof of current **full mortality insurance** for each female alpaca, along your insurance policy number and contact information.
- ❖ A **list of all vaccinations**, boosters and immunizations administered in the last 12 months for the females and for any cria.
- ❖ For animals from out-of-state farms, proper and current **testing and transportation papers** as required by Virginia state law.
- ❖ A **Modified McMaster fecal test** conducted within the last 30 days by a veterinarian testing specifically for *Eimeria macusaniensis* (also called "E Mac").
- ❖ Written certification that the female (and cria by side) has **tested negative for the presence of the BVD virus** with a PCR or VI test. A negative SN test will not be accepted in lieu of a PCR or VI test.

possession concerning any prior or current health problems with the female and prior pregnancies or births.

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- _____ Proof of current full mortality insurance for each female alpaca, along your insurance policy number and contact information.
- _____ A list of all vaccinations, boosters and immunizations administered in the last 12 months for the females and for any cria.
- _____ For animals from out-of-state farms, proper and current testing and transportation papers as required by Virginia state law.
- _____ A Modified McMaster fecal test conducted within the last 30 days by a veterinarian testing specifically *Eimeria macusaniensis* (also called "E Mac").
- _____ Written certification that the female has tested negative for the presence of the BVD virus with a PCR or VI test. A negative SN test will not be accepted in lieu of a PCR or VI test.

Breeding Management: In return for the Breeding Fee, the Farm will breed each females alpaca to the Farm's herdsire in such a manner and for such frequency and times as the Farm deems sufficient to obtain an confirmed pregnancy. If the Owner should for any reason decide to remove a female from the Farm prior to a successful breeding, the Farm will refund two-thirds of the Breeding Fee, with the remainder of the fee to be retained by the Farm to cover advertising and lost-opportunity costs. In addition, any other fees then earned, as well as any emergency medical expenses or other non-routine expenses incurred and documented by the Farm, will be deducted from the refund. The Farm reserves the option to terminate this Agreement if any female's condition or behavior is likely to prevent successful breeding or is likely to cause disease, damage, distress or disruption to other animals. If the Farm should terminate this Agreement for any reason prior to the completion of the breeding, the Farm will refund the Breeding Fee in full with no further liability to the Owner.

Guarantees: *The following guarantees are provided to the Owner expressly in place of all other guarantees, oral, express or implied, including the warranties of merchantability and fitness.* Except for these guarantees, the Owner assumes all risk inherent in the breeding process. Except as stated, in the event of a breach of one of these guarantees, the Farm's obligation under these guarantees is limited to conducting another breeding with the female alpaca at no further expense to the Owner.

At any time, before or after this Agreement is executed and performed, the Farm will, at the Owner's request, provide all available information about the quality, health and location of the herdsire's off-spring. Owner may rely upon the accuracy and completeness of this information. If any material information is not provided, the Farm will, at the Owner's election, refund the Breeding Fee and cancel this contract. Other than this disclosure and the following "live birth"

guarantees, the Farm accepts no liability for congenital defects or other abnormalities in the herdsire's offspring.

The Farm guarantees that a progesterone level blood test or ultrasound test will establish that each female alpaca has established a successful pregnancy with the Farm's herdsire. For paid breedings, the Farm will pay for the testing as part of the Breeding Fee. For free breed backs, the Owner shall pay the cost of such testing.

If each female alpaca does not remain pregnant after payment of the Breeding Fee, the Farm will provide a subsequent breeding with the same herdsire at no additional Breeding Fee under the same terms as imposed under this Agreement.

If the herdsire's offspring of any of the females dies at birth or does not survive for 30 days after birth, the Farm will provide a subsequent breeding with the same herdsire to the female at no additional Breeding Fee under the same terms as imposed under this Agreement.

If any of the females lose the cria or fetus and becomes unable to conceive or dies before or during birth, the Farm will provide a subsequent breeding with the same herdsire to another of the Owner's females at no additional Breeding Fee under the same terms as imposed under this Agreement.

If re-breeding is required and the same herdsire is incapable of or unavailable for breeding, the Farm will provide a breeding with another of the Farm's herdsires of the Owner's choice at no additional Breeding Fee under the same terms as imposed under this Agreement or will return the Breeding Fee, at the Farm's option.

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

Boarding will include the costs of tests to confirm pregnancy, typical feed, hay and supplements as provided to the Farm's own animals, and routine herd health services (vaccinations, dewormings, nail trimming). The Boarding Fee does not include shearing or any veterinarian services or other extraordinary costs. If any concern for the health of any alpaca boarded at the Farm should arise, the Farm will attempt to notify and consult with the Owner about the appropriate steps to be taken. Nonetheless, in case of emergency and/or the Farm's inability to contact the Owner, the Owner hereby authorizes the Farm to use its best judgment and agrees to reimburse the Farm for all documented expenses incurred on the Owner's behalf. The Owner grants the Farm all necessary agistment and service lien rights in each alpaca to secure the payment of all fees and expenses.

In any event, it is expressly agreed that the Farm 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 gross negligence by the Farm. The Owner agrees that his or her sole remedy for any death or injury to any alpaca while it is in the care of the Farm is to seek reimbursement under the terms of his or her insurance policy.

Arbitration of Any Disputes: If there is any disagreement over the obligations imposed by this Agreement, it will be resolved by binding arbitration. Should the Alpaca Owners and Breeders Association establish any dispute resolution process in the future, the parties agree to submit the dispute to AOBA for resolution. Otherwise, unless the parties agree to some other procedure, the dispute will be resolved under the guidance of the American Arbitration Association's commercial arbitration rules in Virginia. A single arbitrator will be chosen from a list of five qualified individuals proposed by the AAA. For two rounds, the party initiating arbitration will strike one of the five proposed arbitrators and then the responding party will then strike one proposed arbitrator from the list, until there is only one arbitrator left. The arbitrator will not have the authority to grant an award of attorneys' fees or punitive damages.

This agreement represents the entire agreement between the Farm and the Owner and supersedes all previous agreements. The laws of the State of Virginia will govern this agreement.

The Farm: _____

Date: _____, 2006

Owner: _____

Date: _____, 2006