

Stuart Mill Llama Farm  
**Farm Breeding Agreement**

11105 Stuart Mill Court Oakton, Virginia 22124

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between STUART MILL FARM of Oakton, Virginia (SMF) and \_\_\_\_\_ of \_\_\_\_\_ ("Owner").

WHEREAS, Owner is the owner of that certain female llama listed on Exhibit A attached hereto (the "Female") and SMF owns or is in possession of that certain male llama listed on Exhibit A (the "Stud"); and

WHEREAS, Owner desires to deliver the Female to SMF in Oakton, Virginia, for the purposes of SMF breeding the female with the stud as hereinafter provided, and SMF desires to board the Female for the purposes of breeding with the Stud.

NOW, THEREFORE, in consideration of the breeding fee, and the mutual covenants contained in this Agreement, the parties here to agree as follows:

1. **BREEDING FEES.** SMF and Owner hereby agree that the Female is to be bred to the Stud. In consideration therefore, the Owner agrees to pay SMF the breeding fee in such amount and manner as designated as Exhibit A attached hereto (the "Breeding Fee").

2. **OWNER'S REPRESENTATIONS OF HEALTH OF FEMALE.** In consideration of accepting the Female for service by the Stud, Owner represents that Female:

- (a) is free of infectious and communicable disease, including venereal disease;
- (b) is free of any vaginal discharge or infection of the reproductive organs;
- (c) has not been exposed to any stud for at least 60 days before her arrival for breeding;
- (d) is not pregnant;
- (e) has no history of any difficulty in breeding, conception, or in birthing and suckling her young;
- (f) has never given birth to any young displaying any genetic or congenital defects; and
- (g) is free from genetic and congenital defects.

If any of these representatives are untrue, then SMF may void this Agreement, and no funds paid will be refunded. Furthermore, Owner will be responsible for any damages caused to llamas belonging to SMF, even if the misrepresentation is unknowing.

3. **OWNER'S REPRESENTATIONS OF PRIOR BREEDING HISTORY.**

(a) Previous Cria. Prior to delivery by Owner of Female which as a previous cria, a veterinary certificate of good health, having a date not more than thirty(30)days prior to delivery of the Female by Owner (a form of which has been provided to Owner by SMF, the "Certificate"), must be received from the Owner and such Certificate must be satisfactory to SMF. Any positive uterine culture must be treated and cultured negative prior to the arrival of the Female at SMF. (See SMF's pre-breeding health form for more specific health requirements.)

(b) Maiden Female. In the case of a maiden Female, she must be at least sixteen (16) months of age and weigh 225 pounds. Such Female must also have the same veterinary exams and Certificate of good health as an adult Female, except that a uterine culture is not necessary unless she has been bred by another stud. In the event she has been previously bred to another, a negative uterine culture and the date of last breeding must be delivered to SMF prior to the Female's arrival.

(c) All of the above information must be documented by a licensed veterinarian, and must be delivered to SMF, for SMF's reasonable review, prior to delivery of the Female.

4. **OTHER WARRANTIES AND REPRESENTATIONS OF OWNER.** Owner warrants and represents the following as of the delivery of the Female to SMF;

- (a) the Female is in a manageable condition and is halter trained.
- (b) the Female is in a healthy condition.
- (c) to the best of Owner's knowledge, there are no material, physical, or other hindrances which might adversely impact the breeding process.

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5. **CARE OF FEMALE; SMF'S LIMITATION OF LIABILITY.** SMF will provide adequate feed, water, and shelter during the time the said Female (and cria) is in SMF's care. This care will be given in accordance with the prevailing practice of llama husbandry.

(a) Insurance. SMF is not responsible for providing insurance for the Female. SMF encourages Owner to insure the Female as Owner deems suitable, and Owner agrees it shall not look to SMF for the recovery of any kind of liability, theft, mortality, or other damage caused or sustained by the Female.

(b) No guarantees or warranties are provide by SMF beyond those expressly stated herein. The parties further agree that no express or implies warranties apply to this transaction, and none have been made by SMF. No warranties have been made that the Stud is in fact free of cosmetic, phenotypic, genetic, conformational or aesthetic defects, nor that the offspring of this breeding of Stud and Female shall be free of such defect(s). SMF and Owner have jointly inspected the Stud and Female and find them free of any known defects that make breeding of Stud and Female inadvisable.

This contract is for service, and not for the sale of "goods" within the meaning of the Uniform Commercial Code. The UCC warranties of merchantability and suitability for a particular purpose do not apply as a matter of law, and the Owner waives any UCC warranties and remedies applicable to the sale of goods under the UCC available to the Owner.

(c) LIMITED LIABILITY. OWNER HEREBY INDEMNIFIES AND HOLDS HARMLESS SMF, ITS AGENTS, EMPLOYEES, AND CONTRACTORS FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, CAUSES OF ACTION, COSTS, EXPENSES, INJURIES, LOSSES, OR LIABILITIES OF EVERY KIND AND NATURE WHATSOEVER, WHETHER ASSERTED BY THIRD PARTIES OR BY OWNER ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE CARE, HANDLING, BREEDING AND MAINTENANCE OF THE FEMALE (AND ITS CRIA) OR FOR THE DEATH OF SAID FEMALE (AND ITS CRIA). OWNER FURTHER RELEASES AND RELIEVES SMF FROM ANY RESPONSIBILITY FOR THE HEALTH OF THE FEMALE (OR ITS CRIA) INCLUDING ANY INJURY OR DISEASE WHICH THE FEMALE (OR ITS CRIA) MAY CONTACT DURING ITS STAY AT SMF. OWNER'S REMEDIES FOR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THOSE EXPRESSLY STATED HEREIN.

6. **VETERINARY SERVICES.** Owner hereby authorizes SMF to exercise its own judgment in the rendering of care, service, or treatment, in order to maintain the soundness, health, safety, usability, or general condition of the Llama(s), and Owner hereby agrees to reimburse SMF for any expense incurred thereby. In the event SMF determines that veterinary care for the Llama(s) is required, SMF will make reasonable efforts to notify Owner prior to treatment. However, if SMF cannot obtain Owner's prior approval for such treatment, SMF may provide or obtain necessary or reasonable veterinary care for the Llama(s), in SMF's discretion, the costs for which will be borne by the Owner. These costs or expenses shall include, but are not limited to, time, medications, and other supplies, vaccinations, worming, dusting, foot care, tests and therapies related to breeding, emergency surgery charges, and costs for any care beyond that of usual watering, feeding, and maintenance of the Llama(s). Nothing herein, however, shall require SMF to take any action not specifically called for by this Agreement and SMF shall incur no liability for such failure to act or for any additional care, or lack thereof, provided for the Llama(s) benefit. Any bills submitted to the Owner regarding such additional care costs shall be paid by the Owner within ten (10) days of receipt by the Owner of same, but in no event later than the departure of the Llama(s) from SMF's care.

7. **PREGNANCY DETERMINATION.** Pregnancy of the Female will be determined in the following manner:

(a) The Female will be bred to the Stud until refusal by the Female;

(b) Teasing will continue on a regular basis (not less than once per week) until 45 days after initial refusal at which time a trans-abdominal ultrasound will be done, at Owner's expense, to confirm and document pregnancy.

Any additional blood progesterone tests, ultrasound tests, or other diagnostic or laboratory tests or examinations required in SMF's reasonable discretion, or required by Owner, shall be at Owner's sole expense

8. **PREGNANCY GUARANTEE.** SMF guarantees a live birth as the result of the breeding service contemplated herein. Live birth means a birth out of the Female that survives for a twenty-four (24) hour period after birth. If no live birth results, or if there is fetal loss prior to full term, except when there is intentional or negligent harm not the fault of SMF to the fetus or the Female, SMF will permit a single (1) return visit privilege to the Female for breeding with the Stud without Stud fee, provided that Owner notifies SMF in writing within seven (7) days after the Owner becomes aware of the failure of the live birth. Such notice must be accompanied by a veterinarian's report certifying such live birth failure, and the suspected reason(s) for such failure. In the event Owner chooses to re-breed, Owner shall be responsible for all additional costs and expense related to the boarding and care of the Female as provide herein. This live birth guarantee extends only to the Female, and to no other female llama.

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9. **RELEASE OF FEMALE.** Female will be released to Owner only upon payment by Owner of all Stud fees, boarding fees, and other charges owed by the Owner arising from or related to the Agreement.

10. **CANCELLATION OF AGREEMENT.** It is not the intent of SMF to provide breeding services to females which have any history of difficulty in conceiving or in maintaining a pregnancy. SMF will treat breeding problems under the supervision of its veterinarian. If, in spite of the best efforts of SMF the Female either does not conceive or maintain a pregnancy within sixty (60) days, the Female will be released to Owner after payment of all costs incurred by SMF pursuant to the Agreement (including, but not limited to, boarding costs, and any other reimbursable cost provided herein). SMF reserves the right to refuse breeding service to any female for any reason.

11. **ASSIGN ABILITY OR DEATH.** In the event of the transfer of ownership or possession of the Stud from SMF, or in the event the Stud becomes unfit for service or dies, this Agreement may be terminated in writing at the option of either party hereto within ten (10) days of receipt of notice by either party of the aforementioned condition. In the event neither party so terminates this Agreement, the terms of this Agreement will be fulfilled with one of the other studs owned or possessed by SMF. In no event shall Owner be allowed to assign its interest under this Agreement. In the event the Female is sold by Owner, or in the event of Female's death, this Agreement shall terminate, and all unpaid breeding fees or other expenses incurred by and due SMF by Owner shall be immediately due and payable.

12. **MISCELLANEOUS PROVISIONS.** Transportation. Owner is responsible for arranging and paying for all transportation of the Llama(s) to and from SMF.

A. Visitation Rights. Owner may visit SMF during SMFs normal business hours, or may designate a veterinarian to inspect the Llama(s), at the Owner's expense, during such business hours after providing SMF with reasonable advance notice of the date and time of such visit.

B. Entire Agreement: Modification. This Agreement constitutes the entire Agreement among the parties hereto and supercedes all prior agreements, understandings, and arrangements, oral or written, between the parties with respect to the subject matter hereof. This Agreement may be modified or amended only in writing executed by both of the parties hereto.

C. Headings. The headings and section references are inserted for convenience only, and not as part of this Agreement.

D. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforce ability of any other provision of this Agreement.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, legal representatives, and permitted assigns.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

G. Jurisdiction and Venue. The venue for any suit or action arising out of or relating to the subject matter of this Agreement shall be in the General District Court and Circuit Court of Fairfax County, Virginia. Owner hereby consents to jurisdiction in such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 11105 Stuart Mill Court

Town, City: \_\_\_\_\_

Town, City: Oakton, Virginia 22124

Phone: \_\_\_\_\_

Phone: 703-620-5178 Oakton

Cell : \_\_\_\_\_

540-668-6361 RoundHill

NEW OWNER

STUART MILL FARM

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**EXHIBIT A**

FEMALE: \_\_\_\_\_ ILR # \_\_\_\_\_ DOB: \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_  
STUD: \_\_\_\_\_ ILR # \_\_\_\_\_

The Owner agrees to pay the following breeding fee, as well as fees for additional services rendered in connection with the Llama(s):

1. STUD FEE: \$ \_\_\_\_\_. The Stud Fee shall be paid as follows:
  - (a) \_\_\_\_\_% non-refundable prior to delivery for the Female to Stuart Mill Farm; and
  - (b) the remainder upon confirmation to Owner of pregnancy.
2. BOARDING FEE: \$3.00 w/o cria per day, w/ cria \$4.00 per day.  
(Only charged after sixty (60) days or no pregnancy results).
3. ADDITIONAL FEES:
  - \$ \_\_\_\_\_ Attending a birth (\$60.00 per hour)
  - \$ \_\_\_\_\_ Successful weaning of any cria
  - \$ 10.00 Nail trimming, as needed
  - \$ \_\_\_\_\_ Grooming (\$15.00 hour) and Shearing (\$35.00)
  - \$ \_\_\_\_\_ Training (\$15.00 hour)
  - \$ \_\_\_\_\_ Attending to illness or injury (\$60.00 hour)
  - \$ 10.00 Worming

Stuart Mill Farm will provide a statement of all services rendered and amounts due on a periodic basis, but not less than every thirty (30) days. All charges will be paid within ten (10) days of the mailing of such statement or prior to release of Llama(s) to Owner, whichever is earlier. If not paid, the balance shall earn interest at a rate of 2% per month.

All outstanding fees due shall be paid by Owner prior to the Llama(s) departure from Stuart Mill Farm.

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**PRE-BREEDING HEALTH REQUIREMENTS**

Owners: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Llama Name: \_\_\_\_\_

Registration #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Please provide a copy of the said llamas ILR certificate.

**History**

- Previous pregnancies: \_\_\_\_\_
- Live Births: \_\_\_\_\_
- Abortions: \_\_\_\_\_
  
- Breeding dates during last 6 months: \_\_\_\_\_
  
- Previous medical problems: \_\_\_\_\_
  
- Previous fertility treatments and response: \_\_\_\_\_

**Current**

- Fecal Exam: Date & Results: \_\_\_\_\_
- Date of most recent worming: \_\_\_\_\_ Product used: \_\_\_\_\_  
*(must be within 30 days of arriving at Stuart Mill Farm)*
  
- Lice exam results: \_\_\_\_\_ Date of most recent treatment (if any): \_\_\_\_\_
  
- Vaginoscopic exam results (to include hymenotomy if needed): \_\_\_\_\_
- Uterine culture\*\* results: \_\_\_\_\_
- Date of most recent uterine infusion (if any): \_\_\_\_\_ Product used: \_\_\_\_\_

\*\* culture not required for females that have never been exposed to a male.

Date of most recent vaccinations:  
Tetanus \_\_\_\_\_ Clostridial \_\_\_\_\_ SE/Vit E \_\_\_\_\_ Rabies \_\_\_\_\_

**Accompanying Cria**

- Date of Birth: \_\_\_\_\_ Sex \_\_\_\_\_ IgG test results (or equivalent): \_\_\_\_\_
  
- Description: \_\_\_\_\_
  
- Comments: \_\_\_\_\_

I hereby certify that I have examined (both) the animal(s) described and find it (them) to be free of communicable disease

\_\_\_\_\_  
Signature of Examining Vet

\_\_\_\_\_  
Date of Exam

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Printed Name & Address of Veterinarian

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