

## Conway Arabians Breeding Contract

1. PARTIES. This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **Conway Arabians Inc.** and

\_\_\_\_\_ ("Client")

\_\_\_\_\_ (Address)

Telephone: home \_\_\_\_\_ business \_\_\_\_\_

2. HORSE. This Agreement is for breeding of the named mare (the "Mare"):

Name of Mare: \_\_\_\_\_

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

Registration No.: \_\_\_\_\_ Date Foaled \_\_\_\_\_ Color \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Expiration \_\_\_\_\_

3. OWNERSHIP. Client (mark one):

has full title and registration  leases  manages or  has purchased the mare on installment.

4. BREEDING. Client contracts to breed the Mare to \_\_\_\_\_ (the "Stallion")  
The Stallion will stand at Conway Arabians, 18080 Cty 2, Chatfield MN 55923, telephone 507-867-0060. The stud fee is \$ \_\_\_\_\_. A non-refundable booking fee of five hundred dollars (\$500.00) for the breeding is due and payable on execution of this contract. The balance of the stud fee must be paid prior to the first shipment of semen.

5. LIVE FOAL GUARANTEE. Conway Arabians Inc. guarantees a return breeding during the immediately following breeding season should a Live Foal (defined as one who stands and nurses without assistance) not result from this breeding. Death of the foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by Conway Arabians Inc. within ten (10) days of foaling date. A Rhinopneumonitis series must be completed for the Live Foal Guarantee to apply. Written documentation may be required.

6. STALLION GUARANTEE AND PROMOTION. Should the Stallion be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, Conway Arabians, Inc., shall refund the stud fee. Client agrees that Conway Arabians Inc. at its sole discretion, may show or promote the stallion during the breeding season, and the Stallion may be temporarily unavailable during shows or promotions.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Client expressly recognizes the inherent risks associated with breeding. To the full extent permitted by law, and regardless of any negligence on its or their part, Conway Arabians Inc. and their subsidiaries, affiliates, breeding managers, agents, servants, and employees shall not be held liable for any sickness, disease, estray, theft, death, or injury suffered, nor for any other loss, damages or injury arising out of, or connected with breeding, or other services pursuant to the Agreement. Client fully understands, authorizes, and assumes the risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. **ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS ARE HEREBY EXCLUDED. CLIENT EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** In no event shall Conway Arabians Inc., or their subsidiaries, affiliates, breeding managers, agents, servants, and employees be liable upon any claim or cause under or relating to this Agreement in an amount that exceeds the total of fees paid by Client to Conway Arabians Inc. Conway Arabians Inc. shall not be held liable for any personal injury or disability which the Client or his agents, representatives, or family may receive while on the premises of Conway Arabians Inc. Client agrees to effectively indemnify and hold Conway Arabians Inc. harmless for any claim, damage, illnesses, or injury caused or suffered by the Mare, for any claim by a buyer of the Mare, and for any claim by any third party visiting Conway Arabians Inc. at the invitation of Client. Client agrees to pay all expenses and attorney's fees incurred by Conway Arabians Inc. in defending any such claim.
8. **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this contract without the written consent of Conway Arabians Inc.
9. **REBREEDING.** Mares not checked in foal in a given year may be rebred in the next consecutive year for a rehandling fee of \$500.00. If no attempt to rebreed is made in the following consecutive year Conway Arabians Inc. may, at its sole discretion, terminate the breeding contract or require substitution of the Mare.
10. **ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, AND ATTORNEY'S FEES.** This Agreement (and the NOBLE WAY TRANSPORTED SEMEN CONTRACT, if applicable) contains the entire understanding of the parties concerning its subject matter and may be modified only in writing signed by both parties. Headings are for convenience only and not part of this contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be construed and governed by the laws of Minnesota. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Fillmore County, Minnesota. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees, expenses and costs.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ for **Conway Arabians Inc.** Date: \_\_\_\_\_

**CONWAY ARABIANS TRANSPORTED SEMEN CONTRACT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **Conway Arabians Inc.**, a Minnesota Corporation and

\_\_\_\_\_ ("Client")

Client and Conway Arabians Inc. are parties to the **BREEDING CONTRACT** ("Breeding Contract") for breeding to the following named mare ("Mare"):

Name of Mare \_\_\_\_\_ Registration # \_\_\_\_\_

Sire of Mare \_\_\_\_\_ Dam of Mare \_\_\_\_\_

Client desires to have live-cooled semen shipped to Client using the Equitainer method to obtain the agreed breeding, and Conway Arabians Inc. is agreeable to shipping live-cooled semen to client.

Therefore, the parties agree as follows.

Conway Arabians Inc. will have the semen shipped to the client for the Mare on the following terms and conditions:

1. Stallion booking or rehandling fee must be paid in advance.
2. A container deposit of \$300.00 must be paid in advance (refunded if container is returned within 72 hours. A \$50.00 per day charge thereafter).
3. \$100.00 transport fee, which includes coolant cost and fed ex charges, must be paid per shipment. The collection and shipment of the semen to the client will be done by Conway Arabians Inc.
4. A semen collection fee of \$150.00 per collection will be charged .
5. THE CLIENT MUST NOTIFY CONWAY ARABIANS INC. WITH A MINIMUM OF 48 HOURS NOTICE PRIOR TO SHIPMENT OF SEMEN.

Client has read, understands, and agrees to all the terms and conditions of this agreement, and of the related Breeding Contract.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ for **Conway Arabians Inc.** Date: \_\_\_\_\_

**STALLION** is standing at:

Conway Arabians Inc.  
18080 Cty 2  
Chatfield, MN 55923  
Tel: 507-867-0060 fax: 507-867-0198