

Brady Equestrian Center LLC

13988 90th Avenue S. * Sabin MN 56580 *

Phone (218) 789-7704 * Cell₁ (218) 329-1507 Cell₂(218) 329-2761

Stallion Breeding and Transported Semen Agreement

AGREEMENT, made this _____ day of _____, by and between _____ (“Breeding Customer”), whose Address is: _____ City _____ State _____ Zip _____ Phone# House () _____ Phone # Office () _____ Cell # () _____ E-mail Address: _____ and Brady Equestrian Center LLC.

WHEREAS, the Breeding Customer has a legal interest in the Mare _____, Registered with _____, and with Registration # _____ (the “Mare”), including the right to breed the mare to the stallion Figaro R 1085, Registered with SWANA and AHS and with Registration # 31 6611501 (the “Stallion”), during the 2016 breeding season.

WHEREAS, the Breeding Customer has provided to Brady Equestrian Center the information about the Mare provided in Section 5 hereof;

WHEREAS, Brady Equestrian Center is managing the breeding of the Stallion during this 2016 breeding season at the Brady Equestrian Center facility in Downer, Minnesota;

Brady Equestrian Center offers Transported Cooled Semen and AI Services Only for 2016. If Stallion switches “Standing At” Location at any time during this contract, the new location’s Handling, Collection, Container and other Shipping Fees shall then apply instead and shall be payable to that Facility.

NOW, THEREFORE, in consideration of the premises and the mutual premises and covenants made herein, the parties hereby agree as follows:

FEE SCHEDULE:

1. Breeding Fees. Breeding Customer agrees to pay the following fees made payable to the Brady Equestrian Center:
 - 1.1 \$ 1000 Breeding Fee to above listed Stallion (Payable when Live Foal Stands and Nurses – see below).
 - 1.2 \$ 250 Booking Fee (Non-Refundable) to be paid at time of the signing of this agreement. (This fee also covers the price of the first collection).
2. Boarding Fees.
 - 1.1 \$ _____ Boarding Fee. (Please See Boarding Contract)

3. Transported Semen Fees
 - 1.1 \$ 250 Non-refundable Semen Collection Fee due prior to shipment of semen. This Collection Fee will be required for each collection during each heat cycle of the mare that semen is requested. (First collection fee covered in booking fee.)
 - 1.2 \$ 45 Shipping Container used for each shipment. Disposable Unit.
 - 1.3 \$ 25 Shipping Container used for each shipment. Equitainer deposit fee \$ 250 refundable.
 - 1.4 \$ _____ Shipping of semen via Fed Ex Overnight Priority or other appropriate shipping agency will be billed to Breeding Customer.

4. Representations of Breeding Customer. Breeding Customer hereby represents and warrants to Brady Equestrian Center that:
 - 1.1 Name and Location. Its true and complete name and its location are set forth above.
 - 1.2 Health. The Mare being bred to above stallion is represented to Brady Equestrian Center as being in sound breeding condition; the Mare is represented as free from infection and disease by the Breeding Customer. Additional information contained in Section 12.

5. Mare Information. Copy of the Mare's Registration Paper(s) MUST be included with this Agreement.

6. TRANSPORTED SEMEN
 - 1.1 The Breeding Customer shall notify the Brady Equestrian Center by telephone no less than **36** hours prior to the day on which Breeding Customer will require a shipment of semen or no less than **24** hours prior to when the Stallion must be collected and then again on the day of collection (day prior to delivery) by phone no later than 10:00 a.m. Central Time to (218) 789-7704 (can leave message on voicemail; do not trust leaving a message with any employee, contractor, representative, working student, trainer, or other person who may answer the phone) or (218) 329-1507 (cell for Margot Brady) or (218) 329-2761 (cell for Maverick Brady). The Breeding Customer must receive confirmation from the Brady Equestrian Center that their call was received.
 - 1.2 Semen Collection is available only during the Breeding Season. Breeding Season is defined as February 1st through July 31st unless other arrangements are made and approved by the collection staff at the Brady Equestrian Center.
 - 1.3 Monday through Friday ONLY Collections, excluding any holidays, unless other arrangements are made and approved by the collection staff at the Brady Equestrian Center.
 - 1.4 Friday Collection for Saturday Delivery is only available to areas serviced by Fed Ex on Saturday or for local delivery or by specialty shipping arrangements.
 - 1.5 Brady Equestrian Center does not guarantee condition of transported semen upon its arrival due to mishandling by carrier service.

7. The availability of semen from the Stallion shall be determined by Brady Equestrian Center in its sole discretion.

8. The Breeding Customer agrees to use all such transported semen for the sole purpose of impregnation of the Mare named above.
 - 1.1 LIVE FOAL GUARANTEE: is a guarantee between Stallion Owner and Breeding Customer. This Live Foal Guarantee is provided for by the following: the Breeding Fee as defined above shall not be paid by the Breeding Customer until after a Live Foal resulting from the breeding of the above named stallion bred to the above named mare Stands and Nurses for 48 hours. This guarantee shall exist for no longer than Two Breeding Seasons.
 - 1.2 If the Mare changes ownership during the gestational period, the LIVE FOAL GUARANTEE will follow the Mare and the Breeding Fee shall then be payable by the new owner of the Mare.
 - 1.3 If the Breeding Fee is not paid within 30 days of foaling, the ownership of the foal shall become that of the Stallion Owner. In this case, the owner of the Mare at the time of foaling agrees to cover all attorney fees and court costs regarding any matter that may arise during this situation.

9. DISCLAIMER OF WARRANTIES: Limitation of Liability.
 - 1.1 Brady Equestrian Center hereby represents to you that any semen transported to you will be from the Stallion indicated on the transportation container, and that any other information on the transportation container shall be accurate.
BRADY EQUESTRIAN CENTER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN.
 - 1.2 Limitation of Liability. Except in the event of gross negligence or willful misconduct by Brady Equestrian Center, its agents, servants or employees (the "Brady Equestrian Center Parties"), the Brady Equestrian Center Parties shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the Mare or any foal at side while the Mare and any such foal is in the custody of Brady Equestrian Center, or for any other cause of action whatsoever arising out of or in any way connected with the breeding, boarding, transportation, or provision of any other service to the Mare or any such foal, including without limitation any personal injury or disability that Breeding Customer, its agents, servants or employees may receive while on Brady Equestrian Center premises. Breeding Customer hereby agrees that this Agreement including without limitation any damages arising from the nonperformance of obligations which Breeding Customer may have undertaken to any third party in reliance upon promises and representations made in this Agreement. IN NO EVENT SHALL BRADY EQUESTRIAN CENTER LIABILITY FOR ALL CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY THE BREEDING CUSTOMER HEREUNDER.

10. Indemnification. Breeding Customer shall indemnify and hold the Brady Equestrian Center Parties harmless from and against (a) 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 any third person or persons or to the property of any third person or persons caused by the Mare or any foal while they are in the care and custody of the Brady Equestrian Center parties and (b) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in 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 Mare or any foal while they are in the care and custody of Brady Equestrian Center Parties.

11. Miscellaneous.

- 1.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. At Brady Equestrian Center's option, jurisdiction and venue for all disputes concerned with this Agreement shall be proper only in Clay County, Minnesota.
- 1.2 Reimbursement. Breeding Customer shall reimburse Brady Equestrian Center for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Brady Equestrian Center in performing its obligations or enforcing its 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 or any transaction arising hereunder, excluding however taxes based on the net income of Brady Equestrian Center.
- 1.3 Direct payment of certain expenses. Breeding Customer shall pay directly to any third party identified by Brady Equestrian Center the fees or charges of such third party incurred in connection with the provision of services or goods for the benefit of Breeding Customer hereunder.

12. Health and Veterinarian Information

- 1.1 Mare has had a Negative Culture on (Date): _____ (Required prior to Shipment of Semen)
- 1.2 Breeding Customer's Veterinarian's Name: _____
Phone () _____
- 1.3 Mare's Current Condition: ___ Open or ___ Pregnant (check one). If pregnant Date Due to Foal _____.
- 1.4 Semen Shipping Information. FILL OUT COMPLETELY.

SHIP SEMEN TO ATTN: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: _____ CELL: _____ E-MAIL: _____

Any Special Handling Information: _____

IN WITNESS WHEREOF, the parties have set their hands hereto as of the date first set forth above.

By _____ Date _____
BREEDING CUSTOMER

By _____ Date _____
BRADY EQUESTRIAN CENTER