

WALL STREET B
Breeding Agreement
Contract # US2024 _____

This breeding agreement is entered into this ____ day of _____, 2024,
by and between:

Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

(hereinafter "Buyer") and MIDWEST STATION I, INC. (hereinafter "MIDWEST I"), 11321 East French Lake Road, Osseo, MN 55369, who is managing the breeding of the purebred Arabian stallion **WALL STREET B** during the 2024 breeding season.

This Agreement is subject to the following terms and conditions:

1. Buyer hereby agrees to breed the following mare (hereinafter the "mare") to the purebred Arabian stallion **WALL STREET B**, AHA No. 686005 (hereinafter the "Stallion") during the __2024__ breeding season:

Mare's Name: _____

(AHA) Registration Number: _____ Date of Birth: _____ Color: _____

Sire's Name: _____

Dam's Name: _____

2. Midwest I agrees to provide fresh or cooled semen from the Stallion, for the 2023/2024 breeding fee of ____\$2500.00__, with a live foal guarantee. The breeding fee is due as follows:

A non-refundable booking fee of \$_1000.00__ upon Buyer's execution of this Agreement; and the balance of \$_1500.00__, which shall be paid **prior to the first shipment of semen**. Credit Card information listed on signature page.

Additional terms, if any _____

3. Buyer also agrees to pay the following fees prior to the shipment of any semen or breeding of the mare:

A. Collection, Packaging and shipping of the semen:

1. Next Day Semen Shipping by Federal Express (per shipment and non-refundable) \$200.00. (If Saturday delivery is needed, an additional \$50.00 will be charged)

You can use your Federal Express account, if you have one.

OR

2. Same Day Counter to Counter Shipping (per shipment and non-refundable) \$350.00.

3. Collection and Packaging Fee will be the responsibility of the breeding customer.

B. A re-breeding or handling fee the following year, if required. \$250.00.

Buyer understands that the Stallion is managed by Midwest I and agrees to pay all charges and fees associated with this Agreement to Midwest I, the vet or any other entity designated by Midwest I. Buyer agrees to the current shipping fees and deposits charged by Midwest I and the Vet. The Buyer shall be responsible for all costs in returning the semen-shipping container to VET or MIDWEST I within 72 hours of Buyer receiving the shipping container. A late arrival charge of \$50.00 shall be charged each day the shipping container is not timely returned to VET or MIDWEST I. In the event the shipping container is damaged or not returned, Buyer shall pay \$300.00.

4. Buyer shall have a qualified and licensed veterinarian examine the mare for normal breeding conditions and determine that the mare is in good physical and reproductive condition. All inseminations shall be performed by a qualified and licensed veterinarian, experienced in equine artificial insemination.

5. Buyer agrees to have a veterinarian examine the mare for pregnancy by ultrasound within 20 days following the last date of insemination. Buyer agrees to notify Midwest I of the results of such exam. Should the mare fail to conceive after her third breeding cycle, return-breeding privileges will be granted only after an examination by a qualified and licensed veterinarian and certification by the veterinarian that the mare is able to conceive. Should the veterinarian determine that the mare is unable to conceive or that the mare is unlikely to conceive, Buyer may substitute another mare upon notification to Midwest I. All provisions of this Agreement shall govern.

6. Buyer shall maintain the mare in good physical condition throughout pregnancy and shall vaccinate the mare against Rhinopneumonitis at the 5th, 7th and 9th month of pregnancy.

7. None of the fees pursuant to this Agreement shall be refundable except where specifically indicated. Buyer shall have a return breeding to the Stallion (provided the Stallion is able to service mares) the following breeding season only for either the original mare or an approved substitute mare should a live foal not result from the mating. ("live foal" is defined as a foal that stands and nurses without assistance for a period of at least 48 hours from the time of birth.) Should a live foal not result, such shall be evidenced by a written statement from a qualified veterinarian within one week from death of the foal, loss of pregnancy, stillborn or death of the mare prior to foaling. The veterinarian's statement must include the following:

- a. That the mare was properly vaccinated against Rhinopneumonitis;
- b. That in the veterinarian's best judgment the mare was maintained in reasonably good health and condition; and
- c. That the foal died and the date of death, that the pregnancy was lost, or that the foal was stillborn.
- d. Obtaining the veterinarian's written statement and providing such to Midwest Station I, Inc. is the sole responsibility of Buyer.

8. Buyer or Buyer's Agent shall provide Midwest I with at least 24 hours advance notice of semen request prior to collection and shipment (which may be up to 48 hours before the semen is received by Buyer and ready for insemination). Reasonable efforts will be made to attempt to comply with semen requests with less than 24 hours notice at Midwest Station I, Inc.'s discretion. Midwest I shall provide semen on a "first come, first served" basis and shall not guarantee semen from the Stallion to Buyer if the Stallion is over-booked on that particular day.

9. In the event the Stallion is exported, dies or becomes unfit for breeding prior to Buyer's mare being checked in foal, no live foal guarantee shall apply and no refund of any booking or breeding fee shall be refunded to Buyer. However, if frozen semen from the Stallion is available, such semen may be shipped to Buyer at Midwest I's discretion and Buyer shall pay the then current fees relating to frozen semen.

10. Buyer agrees that neither Midwest I nor the Stallion owner shall have any liability of any kind to any party for any injury, disease, accident, or death to the mare. Buyer also agrees that neither Midwest I, nor the Stallion owner, shall have any liability of any kind associated with any delays or failure in semen delivery.

- 11. If the mare is to be re-bred the following year and Buyer fails to breed her or request semen for such breeding, then any and all fees paid by Buyer shall be non-refundable and Buyer shall have no further breeding rights.

- 12. This Agreement and the breeding rights hereunder shall be non-transferrable by Buyer to any other third party unless and without the express written agreement by Midwest I.

- 13. In the event of any action at law or equity between the parties or arising out of this Agreement, each party covenants and agrees to pay their own costs and expenses thereof, including reasonable attorney's fees and court costs. The parties agree that this Agreement shall be construed both as to validity and performance and enforced in accordance with the laws of the State of Minnesota and that Buyer specifically agrees to submit to the jurisdiction of the Hennepin County courts, State of Minnesota.

- 14. No waiver of any breach of any term of this Agreement will be construed as a waiver of any subsequent breach of the Agreement or any term(s) thereof.

- 15. This Agreement is the complete agreement and understanding of the parties and supersedes and preempts any prior understandings, agreement or representations by or between the parties, written or oral.

- 16. Except in the event of gross negligence or willful misconduct by Midwest I, its agents, servants, or employees (the "Midwest I Parties"), the Midwest I Parties shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the mare or any foal at side, personal injury or any other cause of action arising out of or in any way connected to this Agreement. In no event shall the Midwest I Parties' liability for all causes of actions arising under this Agreement exceed the amount of the fees paid by the Buyer to Midwest I.

- 17. If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

- 18. All breedings are non-transferrable, unless by written consent from Midwest Station I, Inc.

The parties have executed this Agreement and certify that they have read, understand and agree to be bound by the terms of this Agreement.

By BUYER: _____ Date: _____
Signature

By MIDWEST STATION I, INC.: _____ Date: _____
Signature

Credit Card # _____ Visa or Master Card Expire Date _____

Name on card _____ Security Code _____