

MIDCREST FARM ARABIANS

SERVICES CONTRACT

Stan Keeter – 206-854-3778 – Preston Keeter – 206-909-9618

STALLION BREEDING CREDITS. If a Mare bred to a stallion owned, leased or standing at “Midcrest” fails to produce a live foal (one that survives 72 hours), as certified in writing by a licensed veterinarian within one week of such determination and provided to “Midcrest” within thirty (30) days, “Midcrest” will provide a rebreeding in the following season, for a re-handling fee equal to twenty percent (20%) of the stallions stud fee at time of the original contract, this shall include breedings that are donated. For donated breedings the rate shall be equal to the published stud fee at time of contract. The rebreeding shall be for the same Mare or a substitute Mare approved by “Midcrest”. If mare is to be rebred and mare owner does not rebred the mare in the following year, all fees shall be forfeited and the contract shall be cancelled. In any event all payments of all other fees are still required, including but not limited to board, conditioning, veterinary and farrier fees. In the event that said stallion dies, is sold or becomes unfit for service “Midcrest” reserves the right to fulfill the contract by substituting another stallion owned or leased by “Midcrest”.

4) **PREGNANCY CHECK: REHANDLING FEE.** “Midcrest” shall be paid a nonrefundable re-handling fee for any rebreeding. This re-handling fee shall be in addition to and not credited toward the nonrefundable fee or stud fee. For a stallion owned, leased or standing at “Midcrest”, the re-handling fee shall be equal to twenty percent (20%) of the stud fee at the time of booking. In the event that the breeding was a result of a donated breeding the re-handling fee shall be based on the published stud fee at the time of the execution of the contract.

5) **CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED AT “Midcrest”.** Mare Owner acknowledges, agrees and certifies that the aforesaid Mare is duly registered, that she is halter broken and her hind shoes have been removed or consent given to have them removed. “Midcrest” or its custodian reserve the right to refuse acceptance of the Mare under this agreement, if in the event major medical problems arise or develop which, in the opinion of “Midcrest” or its custodian, would preclude the breeding of said Mare, upon notification, this Contract shall terminate and the parties shall be relieved of any further obligation of liability hereunder, except Mare Owner's obligation to remove the Mare from “Midcrest” or its custodian, at the expense of the Mare Owner, at which time all outstanding bills and Mare Owner's obligations under this Contract are to be paid. The Mare Owner has the option upon receiving notice of termination, to substitute another Mare to complete the contract

6) **LIMITATION OF LIABILITY AND INDEMNIFICATION.** “MIDCREST” AND ITS SUBSIDIARIES, AFFILIATES, LANDLORDS, TENANTS, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY

SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE MARE WHILE IN “MIDCREST’S” CUSTODY, nor for any other loss, damages or injury arising out of or connected with breeding, boarding, conditioning, or training or other services pursuant to the Contract, except as required by law. Customer fully understands, authorizes and assumes the special risks inherent in conditioning training, breeding and transporting Mare, and acknowledges that mortality and other insurance is solely Customer’s.

responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY, OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED,

to the full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service complained of. “Midcrest” shall also not be liable for any personal injury or disability which the customer or his agents, representatives or family may receive while on “Midcrest” premises, except as required by law. Customer agrees to indemnify and hold “Midcrest” harmless from any claim related to damages, illness or injury caused by the Mare, and from any claim by a buyer of the Mare and agrees to pay all expenses and attorneys' fees incurred by “Midcrest” in defending such claims. **LIMITATION OF LIABILITY AND INDEMNIFICATION FOR OWNERS, AGENTS, AND ASSOCIATES.** OWNERS, AGENTS, AND ASSOCIATES agree assume any and all risk involved in or arising from OWNERS, AGENTS, AND ASSOCIATES presence upon the property as above described and the facilities included thereon, including but not limited to risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, other Mares or stationary objects, fire, explosion, limited emergency care

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availability, or the negligence or deliberate act of any other person. OWNERS, AGENTS, AND ASSOCIATES acknowledge that Mares, by their very nature, are unpredictable and subject to animal whim. OWNERS, AGENTS, AND ASSOCIATES assume all risks in connection therewith, and expressly waive any claims for any injury or loss arising there from.

ACCEPTANCE: This contract is not effective until approved and executed by “Midcrest”, which reserves the right to reject any Mare at its sole discretion, and to return any Mare at Customer's expense. All service and programs are subject to availability. “Midcrest” reserves the right to discontinue any service or show program.

8). VACCINATIONS/VET CARE. Customer warrants that the Mare is free of all communicable diseases upon delivery to “Midcrest”. On or prior to arrival, the Customer shall provide a record of current vaccination for Strangles, Equine Influenza, Tetanus and Sleeping Sickness, and a negative Coggins test performed within six (6) months prior to arrival. If the Mare arrives without records of such vaccinations and test, “Midcrest” may, at its option, not accept the Mare or provide the vaccinations at Customer's expense. “Midcrest” is authorized to maintain and provide vaccinations, Coggins test, foot care, regular breeding cultures, and other veterinary needs, including emergency surgery, at its discretion, at Customer's expense

9) RELEASE. Customer agrees that all outstanding balances due for board, conditioning training breeding veterinary care, farrier work and all other fees, charges and expenses pursuant to this Agreement shall be paid prior to “Midcrest” release of the Mare. Customer shall make all the arrangements with “Midcrest” for the Mares release at least 48 hours in advance. Customer is solely responsible for determining whether the Mare is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through “Midcrest's” veterinarian or otherwise. Upon commencement of loading the Mare for shipment, Customer assumes full responsibility and releases “Midcrest” from any responsibility or liability for the Mare's health, soundness, breeding condition, transportation and care.

10) LIEN. Customer grants “Midcrest” a lien upon and security interest in the Mare and any foal produced by a breeding at “Midcrest” whether or not the breeding of the Mare actually occurred on “Midcrest” premises to secure all obligations and amounts due under this or any other Contract with “Midcrest” or any of its affiliates, vendors or contractual relations. “Midcrest” may, at any time until all amounts due hereunder are fully paid, file a photocopy of this Contract in the county and state in which it believes the Mare or foal to be kept, or where the Customer resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement. At any time, the Customer's balance is unpaid for thirty (30) days, or Customer is otherwise in default of this or any other Contract with “Midcrest” or any of its affiliates, vendors or contractual relations “Midcrest” may foreclose its security interest in the Mare. Ten (10) days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence

11) NONASSIGNABILITY. Customer / Mare Owner may not assign any rights or delegate any duties under this contract without the express written consent of “Midcrest”. Any effort to circumvent or negate the non- assignability of this agreement may result in the cancellation of the agreement, and the forfeiture by the Customer of any used breeding rights, or the withholding of the registration of any foals produced. “Midcrest” may in its sole discretion require client to provide a true and correct copy of any lease, shared use or other agreement which assigns, trades, barter or effectively sells any breeding rights created or contemplated by this agreement, immediately upon any such request by “Midcrest”. “Midcrest” in its sole discretion has the right to approve or disapprove any change in the Mare identified in Paragraph # 1. In the event of the death of incapacity of said Mare “Midcrest” may approve a substitution of said Mare. “Customer” shall provide to “Midcrest” any such request to substitute the Mare identified in Paragraph #1, in writing, including a description of the circumstances that requires the substitution including a statement from the attending Veterinarian if the circumstance is predicated on the physical condition of the Mare originally described in paragraph #1.

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12) **TERMINATION AND WAIVER.** Service programs may be terminated by “Midcrest” upon thirty (30) days written notice, except in the event of a default or as provided by paragraph 10 above. No delay or failure by “Midcrest” to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy.

13) **ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY'S FEES.** This Contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing and signed by both parties. Headings are for convenience only and not part of the Contract. The unenforceability of any term or provision of this Agreement, shall not affect the validity or enforceability of the remainder. The Contract shall be construed and governed by the laws of the State of Washington. Client/ Owner agrees that if any suit is brought by Mare owner or “Midcrest” for any purpose relating to this Contract, such suit or legal proceedings must be filed only in the State of Washington and Client/ Mare Owner agrees to submit to that court's jurisdiction and venue.

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TRANSPORTED SEMEN AGREEMENT & FEE SCHEDULE

This agreement is to reserve shipped semen for PP MANDELA. All requests for semen will be processed on a first come first serve basis. Collection Days are Monday, Wednesday & Friday. You must call 24 hours in advance to request semen to be shipped. Should you need to cancel your request, it must be done by 9:00 am the morning of the scheduled shipment, or the Handling Fee will be incurred:

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IN ADDITION TO THE AGREED BREEDING FEE, THE SHIPPED SEMEN FEES ARE AS FOLLOWS:
NEXT DAY/SAME DAY SEMEN SHIPMENT FEES

Handling Fee /Per Shipment \$450.00 *Includes stallion collection, semen processing, Equitainer rental.

Overnight Shipping Charges and/or Air Billed at prevailing rate
 Counter to Counter or Same Day Delivery Rate , Billed at prevailing rate *Handling fee is paid in addition to Overnight Shipping Charges and/or Air Charges Courier Fee for Counter to Counter.

THE BREEDING FEE IN ADDITION TO HANDLING FEES & SHIPPING CHARGES MUST BE PAID PRIOR TO SHIPMENT OF SEMEN. CREDIT CARD NUMBER AND COMPLETED TRANSPORTED SEMEN AGREEMENT & CONTRACT MUST BE RECEIVED BY “MIDCREST” PRIOR TO SEMEN BEING SHIPPED.

PLEASE PROVIDE THE PHYSICAL ADDRESS FOR SHIPPING SEMEN:

Contact:

Name _____

Address _____

Cell # _____ Home # _____ Email address _____

Veterinarian _____ Telephone # _____

Credit Card Information: (Visa & MasterCard Only for Handling Fee)

Account # _____ Expiration Date _____

Cardholder Name _____ Security Code _____

Cardholder Address _____

Mare Owner Signature _____ Date _____

*Customer Federal Express # _____ Account Name _____