

# Midwest Station II, Inc.

16917 70th Street NE  
Elk River, MN 55330

## BREEDING AND TRANSPORTED SEMEN AGREEMENT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_

(Breeding Customer”), whose address is \_\_\_\_\_

Phone No \_\_\_\_\_, and MIDWEST STATION II, a Minnesota corporation (“Midwest”).

WHEREAS, the Breeding Customer has a legal interest in the Arabian mares (to be selected by Breeding Customer) AHRA No. \_\_\_\_\_

(the “Mare”), including the right to breed the mare to the Stallion **MAAYER ALJASSIMYA**  
Ch stallion DOB: 5/20/2020 (Marwan Al Shaqab x MD Mirka) AHR# 683370

(the “Stallion”), during the **2023** breeding season.

WHEREAS, the Breeding customer has provided to Midwest the information about the Mare provided in Section 13 hereof:

WHEREAS, Midwest is managing the breeding of the Stallion during the **2023** breeding season:

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

### FEE SCHEDULE: MAAYER ALJASSIMYA

**Breeding Fee .** Breeding Customer agrees to pay the following fees.

Breeding Fee – REGION 12 AUCTION BREEDING RIGHT

### Transported Semen Fees (Fresh and Frozen).

**\$ 580.00** collection / packaging and shipping fee per shipment due prior to shipment of semen. Midwest makes no other guarantees expressed or implied as to the condition or arrival of semen once it has left our care. MW must receive a 24 hr notice & all shipments will be processed on a first come first serve basis.

### (Frozen semen) . \*\* Upon availability.

This fee is in addition to any other fees, such as booking fees, stud fees, or breeding fees, that you may owe the Stallion owner or any other party on connection with the breeding of the Mare to the Stallion. Airport courier is a Mare owner expense

**\$ 580.00** (Fresh semen) Semen shipment fee for each additional shipment during same season if required.

**\$ 600.00** (Frozen semen) Semen shipment fee for each additional shipment during same season if required.  
**\*\* Upon availability**

**\$ 00.00** Equitainer charge for each shipment. Charge for replacement of lost equitainer will be **\$380.00**

**\$ 75.00** Charge on dry shipper for **each shipment** frozen semen. Charge for replacement will be **\$1700.00**

## **MARES ON FARM.**

**Breeding.** Midwest shall breed the Mare to the Stallion, and the Breeding Customer hereby authorizes Midwest to breed the Mare to the Stallion, pursuant to the terms and conditions hereof.

## **While Mare is at Midwest**

**Board.** During the time that the Mare and any foal at side are in the custody of Midwest, Midwest shall provide board and ordinary veterinary and farrier services for the Mare and any such foal. In performing its boarding and care obligations hereunder Midwest may from time to time board the Mare or Mare and foal at the facilities of Midwest Training Centre or a farm selected by Midwest.

**Breeding to the Stallion.** During the Mare's first heat after delivery to Midwest, Midwest shall, at Breeding Customer's sole expense, have the Mare examined by a veterinarian and have a culture made to determine if the Mare is free from infection. If the veterinarian determines that the Mare is free from infection and otherwise sound for breeding, Midwest shall determine when the Mare should be bred to the Stallion and shall breed the Mare to the Stallion. The Breeding Customer agrees and acknowledges that the breeding schedule and management of the breeding of the Mare to the Stallion shall be under the exclusive direction and discretion of Midwest. If Midwest or its veterinarians determine that the Mare is not sound or healthy for breeding, Midwest shall have no obligation to breed the Mare to the Stallion.

**Authority to provide Veterinary Services.** Breeding Customer hereby authorizes Midwest to provide or arrange for, at Breeding Customer's sole expense, all veterinary services and treatments to the Mare and any foal at side which Midwest reasonably believes to be necessary while the Mare and any such foal are in the custody of Midwest, provided however, that Midwest shall have no duty to determine when the Mare or any such foal needs such veterinary services or treatment or to arrange for such veterinary services or treatment. In providing such veterinary services Midwest is authorized to use veterinarians employed by it or veterinarians retained by it as independent contractors, or both, at its option.

**Charges, Fees and Expenses.** Breeding Customer agrees to pay to Midwest all charges, fees and expenses incurred by Midwest in connection with the performance by it of its duties hereunder, including without limitation the charges, fees and expenses set forth in Section 13 hereof.

**Billing Terms.** Except for those charges, fees or expenses for which Midwest requests payment in advance, the charges, fees and expenses due hereunder shall be due and payable within thirty days from the date of any billing or invoice rendered by Midwest. Notwithstanding any other provision hereof, all charges, fees and expenses due hereunder shall become immediately due and payable upon any removal of the Mare from the custody of Midwest. Breeding Customer agrees to pay a late charge in the amount of the lesser of 1½ % per month or the greatest charge allowed by law on all sums not paid when due hereunder. All payments hereunder shall be made in lawful money of the United States at the office of Midwest, at Rogers, Minnesota.

**Security Interest.** In order to secure the payment and performance by Breeding Customer of all of its obligations hereunder, Breeding Customer hereby grants to Midwest a security interest in the Mare, and any proceeds thereof (the "Collateral"). This security interest is in addition to any statutory lien rights that may arise from time to time in favor of Midwest. Breeding Customer will, at its expense, execute, deliver, file and record in such manner and form as Midwest may require, or permit Midwest to file and record, any financing statements and other documents that Midwest may request in order to perfect its security interest in the Collateral of to exercise and enforce its rights hereunder with respect to the Collateral. Breeding Customer hereby appoints Midwest as Breeding Customer's attorney-in-fact to execute and record in the name of and on behalf of Breeding Customer such additional financing statements and documents as Midwest may request for such purpose. The parties hereto agree that a photographic or other reproduction of this Agreement shall be sufficient as in financing statement and may be filed as such.

**Representations of Breeding Customer.** Breeding Customer hereby Represents and warrants to Midwest that:

**Authority.** It has the authority to execute, deliver and perform this agreement, including without limitation the authority to grant the security interest granted hereby. All consents necessary to the entering by it into this Agreement and the performance by it of its obligations hereunder have been obtained.

No Breaches. The execution, delivery and performance by it of this Agreement do not and will not constitute a violation or breach of any agreement, law, judgment, order or decree to which it or the Collateral is subject or to which it is a party, and do not and will not result in the acceleration of any obligation of it under any agreement to which it is a party or by which it is bound.

Health. Upon delivery of the Mare and any foal at side to Midwest the Mare shall be in sound breeding condition, and the Mare and any such foal shall be free from infection and disease.

Miscellaneous. It has the interest in the Mare described herein, and has the full and unrestricted right to breed the Mare to the Stallion during the breeding season covered hereby. The information contained in Section 15 is true and complete in all respects.

**Mare Information. A copy of mares registration is required**

Right to Breed to Stallion. Breeding Customer has the right to breed the Mare to the Stallion pursuant to the following agreement (describe in detail): \_\_\_\_\_

**TRANSPORTED SEMEN**

You shall notify Midwest by telephone no less than 2 days prior to the day on which you will require a shipment of semen..

The availability of semen from the Stallion shall be determined by Midwest in its sole discretion.

You shall use all such transported semen for the sole purpose of impregnation the Mare.

**DISCLAIMER OF WARRANTIES: Limitation of Liability.**

Midwest hereby represents to you that any semen inseminated or 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. MIDWEST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTEES EXPRESSLY SET FORTH HEREIN.

Limitation of Liability. Except in the event of gross negligence or willful misconduct by Midwest, its agents, servants or employees (the "Midwest Parties"), the Midwest 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 Midwest, 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 Midwest's premises. Breeding Customer understands Midwest does not provide any public liability, accidental injury, theft or equine insurance on the Mare or any foal at side, and that all risks connected with breeding, boarding, transporting or provision of any other service to the Mare and any such foal shall be borne solely by Breeding Customer. 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 MIDWEST'S LIABILITY FOR ALL CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY THE BREEDING CUSTOMER HEREUNDER.

Indemnification. Breeding Customer shall indemnify and hold the Midwest 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 Midwest parties. and (b) any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or inequity, 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 Midwest Parties.

Miscellaneous. **\$250.00 TRANSFER FEE for all sold or transferred breedings**

Assigns This Agreement shall be binding upon and inure to the benefit of the parties hereto and their receptive successors and assigns, provided however, that Breeding Customer may not assign its rights or delegate its duties hereunder without the prior written consent of Midwest.

Counterparts This Agreement may be executed in any number of counterparts constituting an original but all together one and the same instrument and contract.

Governing law This Agreement shall be governed by and construed in accordance with the laws of Minnesota.

Merger: Amendment This Agreement and the exhibits referred to herein constitute the entire agreement between the parties and supersede all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only by a writing signed by both of the parties hereto.

Notices Any communication made in connection with this Agreement shall be made in writing to the address shown in the first paragraph of this Agreement, or to such other address as has been most recently designated in writing by one party to the other. Any notice or communication shall become effective when deposited in the United States mail properly addressed with proper postage for first-class mail prepaid.

Rights, Remedies, Powers Each and every right, remedy and power granted to Midwest hereunder shall be cumulative and in addition to any other right, remedy or power herein specifically granted and nor or hereafter existing in equity, at law, by virtue of statute or otherwise and may be exercised by Lessor from time to time concurrently or independently and as often and in such order as Midwest may deem expedient. Any failure or delay on the part of Midwest in exercising any such right, remedy or power, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect Midwest's right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise hereof or the exercise of any other right, remedy or power.

Severability 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.

Headings The headings set forth herein are for the purposes of reference only and shall not be used in construing the terms and conditions hereof.

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

**BREEDING CUSTOMER:**

By \_\_\_\_\_

Its \_\_\_\_\_

**MIDWEST STATION II, INC.**

By \_\_\_\_\_

Its \_\_\_\_\_