



CONWAY ARABIANS BREEDING CONTRACT

PARTIES. This agreement ("Agreement") is made this _____ day of _____, 20____ by and between **CONWAY ARABIANS INC.**, and

NAME: _____

Address: _____

Email: _____

Telephone: Home: _____ Cell: _____ Other: _____

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

Name of Mare: _____

Sire: _____ Dam: _____

Registration No.: _____ Date Foaled _____ Color: _____

Mare Has a foal on her side Has never been bred Has had _____ foal(s). Last year she foaled was _____.

OWNERSHIP. Client (mark one):

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

BREEDING. Client contracts to breed the Mare to (circle one):

Coltrane Prosuasion Barrister DGL Cool River Kid KhaChing CA Khonway CA

Unless purchased at an Auction, a non-refundable booking fee of five hundred dollars (\$500.00) for the breeding is due and payable on execution of this contract.

THE STUD FEE IS \$ _____, which includes the \$500.00 booking fee. The balance of the stud fee must be paid prior to the first shipment of semen.

This is an Auction Breeding Purchased from: AWWA, Scottsdale Signature, Medallion Stallion,

Region 12 Spotlight Futurities for \$ _____. No semen will be shipped until proof of payment from the organization is presented.

LIVE FOAL GUARANTEE. Conway Arabians Inc. guarantees a return breeding during the immediate or following breeding season should a Live Foal (lives 72 hours) 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.

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 or offer a substitute stallion. 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. Stallions are nominated: Breeders Sweepstakes, MN Medallion Stallion, Signature Spotlight, Scottsdale Signature, and AWWA.

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 any 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.

NONASSIGNABILITY. Client may not assign any rights or delegate any duties under this contract without the written consent of Conway Arabians Inc.

REBREEDING. Mares not checked in foal in a given year may be rebred in the next consecutive year for a rehandling fee of \$250.00. 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. Any Auction breeding will be terminated after 2 years.

ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, AND ATTORNEY'S FEES. This Agreement 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 Florida. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Marion County, Florida. 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 desires to have live-cooled semen shipped to Client 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. All Auction breeding's must be paid for in full.
2. **All shipping and collection expenses will be billed by the Veterinarian Clinic: Equine Medical Center of Ocala (EMCO). Contact Paula at EMCO, 352-873-7830 and give her all the information and a credit card for charges.**
3. A handling fee of \$100.00 per collection will be charged by Conway Arabians to transport and handle the stallion at the Vet Clinic.
4. All containers must be returned after the shipment.
5. THE CLIENT MUST NOTIFY STALLION OWNER/MANAGER WITH A MINIMUM OF 48 HOURS NOTICE PRIOR TO SHIPMENT OF SEMEN. If notified on a shorter time frame, Conway Arabians will do their best to accommodate the request and get semen shipped.

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

Client Name & Signature: _____ **Date:** _____

A Credit Card must be on file for shipping and collection fees:

Name on Card: _____ **EX Date** _____

CC # _____ **Code #** _____ **Zip#** _____

Address if different then Above: _____

**All Stallions are located at:
Conway Arabians Inc.**

8894 NW Highway 320 Micanopy, FL 32667
Email: Lori@ConwayArabians.com
Telephone: Lori's Cell: 352-234-7987