

BREEDING CONTRACT FOR NVS MIDAS

THIS AGREEMENT is made by and between NVS Morgans, residing at 1050 Heritage Drive, Pahrump NV 89048, hereinafter referred to as "Owner of Stallion," and _____, Located at _____, hereinafter referred to as "Owner of Mare."

1. Fees.

- a. In consideration of One Thousand Two Hundred Fifty (\$1250) dollars, Owner of Stallion hereby agrees to breed her stallion NVS Midas to _____, a mare owned by _____.
- b. In the event that Owner of Mare's mare does not take and become in foal, Owner of Stallion agrees to breed said mare again, up to three times, for the additional shipping costs (frozen semen) and collection fee, \$150.00 (for those receiving fresh cooled).
- c. In the event said mare does not deliver a live foal, Owner of Stallion agrees to give Owner of Mare the right to an additional service to said mare (at any time within 4 months) from the last date of breeding said mare under this contract.
Owner of Stallion shall have no further liability hereunder for servicing said mare. For the purposes of this Agreement, "Live Foal" means "standing and nursing" for a period of at least 24 hours after post-birth. A veterinarian report must be provided to Owner of the Stallion.

2. Health/Other Requirements.

Owner of Mare warrants that said mare is free from disease or infection that could be transmitted to said stallion and agrees to provide and pay for a veterinarian certificate showing such freedom of disease or infection.

3. Boarding/Veterinary Care.

In addition to the above charge for breeding, Owner of Mare agrees to pay the following:

- a. \$25 a day for feed and board;
- b. Owner of Stallion agrees to use reasonable care and caution for said mare, while in her possession or control, pursuant to this Agreement, and is authorized to obtain any necessary veterinarian care as required, but only after taking steps to contact Owner of Mare without success. Owner is to provide local veterinarian of her choice and nearest veterinary hospital of her prior authorization to admit and treat said mare and to provide veterinarian and hospital with assurance of full payment for any and all treatment so made.

4. Liability.

Owner of Mare agrees to assume the risk of injury, sickness, or death to said mare except where caused by negligence of Owner of Stallion, her agents, or employees.

5. Indemnification.

Owner of Mare agrees to indemnify and hold Owner of Stallion harmless for any loss or injury due to acts of said mare while on premises or under control of Owner of Stallion except where caused by negligence of Owner of Stallion her contractors, agents, or employees.

6. Insurance.

To protect against said loss or injury, it is suggested that Owner of Mare secure liability insurance.

7. Rebreeding.

If prior to the breeding of said mare or after the mare has been bred but not come in foal, said stallion or mare dies or becomes unfit for service as so declared by a licensed veterinarian, then this Agreement shall become null and void and all monies paid by Owner of Mare, not including expenses, shall be refunded.

Or, mare if not able to get in foal, mare Owner has option of substituting said mare with another with agreement of Stallion Owner.

Mare Owner has option to rebreed to Stallion three times, with cost of shipping and collection being payed by mare Owner.

8. Breeding Certificate.

Owner of Stallion agrees to execute all necessary documents of the registration of the offspring of the breeding and should he fail or be unable to do so, AMHA is hereby authorized to so execute on behalf of Owner of Stallion as his agent.

9. Termination.

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default or breach by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default.

10. Governing Law.

This Agreement is governed and shall be construed under the laws of the State of Nevada. Any legal action must be brought in Nye County.

11. Entire Agreement.

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement.

Dated: _____, _____(year).

(Address)

(Address)