

### **BREEDING CREDITS**

If a mare bred to a stallion owned or leased by MA fails to produce a live foal (one that stands and nurses) as certified in writing to MA by a licensed veterinarian within one week as to cause of death, MA will provide a rebreeding the following breeding season upon payment to MA of non-refundable rebreeding fee of \$\_\_\_\_\_USD. This fee must be paid prior to shipment of semen. The rebreeding is available only for the same mare or a substitute mare approved by MA. If the stallion is not available to MA for rebreeding the following breeding season, MA may at its option substitute another purebred Arabian stallion that MA deems appropriate for breeding to the mare, or in the alternative, give Customer credit for all amounts of the stud fee paid in excess of the non-refundable booking fee and transported semen fees. If the mare fails to produce a live foal on the rebreeding, MA shall retain the non-refundable booking fee and non-refundable rebreed fees as well as the transported semen fees, and give Customer credit for any portion of the stud fee paid in excess thereof, and the breeding contract shall be terminated. Credits shall be applied to the prevailing stud fee(s) for MA owned or leased stallions. Payment of all other fees is still required. No rebreeding guarantee or credit shall apply if the mare has not been vaccinated against Rhinophenumonitis and equine influenza or if the vaccinations are not kept current at all times by the breeding Customer.

### **DISCLAIMER OF WARRANTIES**

MA hereby disclaims all warranties, express or implied, including without limitation to warranties of merchantability and fitness for a particular purpose, other than those warranties expressly set forth herein.

### **LIMITATION OF LIABILITY**

MA, its' subsidiaries, affiliates, servants, agents or employees shall not be liable for any cause of action whatsoever arising out of or in any way connected with the breeding or provision of any other services to the mare or any such foal. Breeding Customer understands and agrees that MA, its' subsidiaries, affiliates, servants, agents or employees shall not be liable for any special, incidental, or consequential damages arising from the transactions covered by the Agreement, including without limitation, any damages arising from the non-performance of obligations which breeding Customer may have undertaken to any third party in reliance upon promises and representations made in the Agreement. IN NO EVENT SHALL MA, ITS' SUBSIDIARIES', AFFILIATES', SERVANTS', AGENTS' OR EMPLOYEES' LIABILITY FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY THE BREEDING CUSTOMER HEREIN.

### **NON-ASSIGNABILITY**

Customer may not assign any rights or delegate any duties under this Agreement without the wirtten consent of MA.

### **FEES**

All fees and expenses stated herein are subject to change upon prior written notice.

### **TRANSPORTED SEMEN**

See attached Transported Semen Fee addendum.

### **BILLING**

Breeding fees are payable as written in this Agreement. Interest at the rate of 1-1/2% per month shall be charged and paid on all balances unpaid for thirty (30) days. If Customer fails to pay amount due herein for more than thirty (30) days, MA may immediately accelerate all other amounts due under this agreement upon written notice to Customer.

### **ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, ATTORNEY FEES**

This Agreement contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not a part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the laws of the State of New York. At MA's option, jurisdiction and venue for all disputes connected with the Agreement shall be proper only in Erie County, New York. If a lawsuit is filed with respect to this Agreement, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.