

# AGREEMENT TO FURNISH BREEDING RIGHTS

Midnight Sunshine Egyptian Arabians, hereinafter known as MSEA whose address is PO Box 10299  
Wilmington, NC 28404 and \_\_\_\_\_, hereinafter known as  
"Breeder", whose address is \_\_\_\_\_, hereby agree as follows.

1. Agreement to furnish breeding rights. MSEA agrees to furnish breeding rights for Breeder's  
mare \_\_\_\_\_, (hereinafter the  
"Mare")AHR# \_\_\_\_\_ (Copy of Arabian Registration Papers, negative  
coggins, culture, cytology, veterinary report on uterine tone and follicular  
development must accompany this signed agreement) to the Stallion

**Nakhda Zanj El Bar AHR\*619924**

(Hereinafter known as the "Stallion") Such breeding rights are to be under the supervision of  
MSEA or it's representatives. The above-described breeding will take place in the breeding  
season 2013.

2. Breeder will deliver to MSEA:

**Service fee of \$2500.00 for one breeding for 2013-2014 breeding season.**

**Cost of collections and shipments to Breeder are separate from and at Breeder's expense  
and is to be paid prior to shipments via Credit Card or check to the Vet handling such shipments.**

3. Terms. **MSEA may breed Mare naturally, by artificial insemination or by any other  
method deemed appropriate by MSEA.** Should Mare require subsequent coverage during one  
cycle there would be a \$50.00 Stallion handle Fee. (Removal of the mare prior to ovulation and  
subsequent return would result in a \$50.00 Stallion Handle Fee) Should the Mare fail to conceive  
or produce a live foal as a result of such breeding during the breeding season 2013, the Mare is  
entitled to be rebred during the following year's breeding season in 2014. The following conditions  
must be met:

a.Current cytology, culture and biopsy performed.

b.Statement of follicular development

c.Current negative coggins (health certificate as needed for travel)

d.All veterinary statements forwarded to MSEA offices for review prior to Mare being bred.

Live foal in this agreement shall be defined as follows: A foal that stands and nurses and would be  
insurable against mortality 48 hours after birth. Provided, however that MSEA shall be under  
no obligation to rebreed or do anything as a result of the failure to produce a live foal unless  
MSEA is notified in writing that a Live Foal was not produced within seven (7) days after the event

which established that the mare did not produce a live foal. A veterinarian's certificate indicating the reason that a live foal was not produced shall be required before MSEA is required to provide any rebreeding as a result of the failure to produce a Live Foal.

**MSEA requires that the Mare be vaccinated at the 5th, 7th, and 9th month of gestation with PneumabortK and also VEWT one month prior to foaling. Should the loss of foal be due to infections that are prevented by these vaccinations and such vaccinations were not performed MSEA is not liable for loss of said foal or liable for rebreeding of Mare in question.**

**Mare is to be pregnancy checked no later than 21 days post breeding, preferably at 14 days by use of ultrasound. A second pregnancy check is to be done at 45 days and a third at 90 or not later than 120 days. The results of all pregnancy checks (if done by veterinarians other than MSEA vet,) are to be mailed to MSEA offices upon their completion.**

Beyond the second breeding season, all Breeder rights to breed to Stallion will be terminated. Under no circumstances shall any refund of any fee be made to Breeder. Should the original Mare prove unbreedable, the Breeder may substitute another Mare, that Mare to be approved in writing by MSEA. All provisions for this contract shall apply to any substitute Mare furnished for breeding pursuant to the terms of this contract. All conditions for replacement Mare applies as to vet reports and lab work needing to be completed.

4. Death or Disability of Stallion: If Stallion should die or become unserviceable before completing the obligations herein, MSEA agrees to furnish Breeder with services to another Stallion owned or under contract by MSEA. The Stallion selected will be at the sole discretion of MSEA.

5. Sale of Stallion: In the event the Stallion is sold before completing the obligations described herein, MSEA agrees that any unfulfilled breeding obligations will be transferred to the new owner of the Stallion, where ever the location. MSEA may, at MSEA's option, refund all service fees previously paid hereunder and terminate this agreement.

6. Stallion Service Location: It is understood that Stallion is residing in the Marion, AL area at this time and until further notice. Mare will be bred at Stallion location except where transported semen may be used.

7. Location of Mare: Breeder agrees at Breeders expense and sole risk to transport Mare to MSEA or it's representatives as MSEA may reasonably schedule for breeding. Whenever Mare is delivered to MSEA, the Mare will be healthy, in sound condition for breeding, halter broken, not unruly. If Mare is not halter broker or is unruly, MSEA reserves the right to charge Mare Owner for any special training required before Mare can be serviced, and Mare owner agrees to pay the training fee.

**7A.** It is agreeable to have Farm veterinarian check my Mare for normal breeding conditions, and to perform such other veterinary services as MSEA deems necessary at my expense. This includes worming, treating for infection, preventative measures, original examination, pregnancy check, suturing, AI, if mare is deemed dangerous or unsafe for live cover, etc. None of the above will be performed without prior notification. In the case of an emergency any and all effort will be made to notify you first. We will use good judgement in calling a Vet but the health and well being of the Mare (and foal) is foremost.

**7B. Written veterinary verification of VEWT, Rhino/Flu, Negative Coggins Health Certificate and Clean Uterine culture and cytology before mare can be bred at farm.**

8. Release of Liability: It is mutually agreed that neither MSEA, nor any of it's officers, directors or employees shall be liable for the death of, or any disease, accident or injury occurring to Mare or foal at Mare's side and that MSEA will exercise their judgement in caring for and supervising Mare and or foal or both. Breeder agrees to hold MSEA, and it's officers, directors and employees harmless against the loss or expense arising out of any such death, disease or injury. Breeder understands and recognizes that MSEA will not carry the Mare on any form of insurance, including equine mortality or liability insurance and any such insurance is Breeder's responsibility. Breeder agrees that neither MSEA nor any of it's officers, directors, or employees shall be liable for any injury which Breeder, or Breeder's invitees may receive while on MSEA's or it's

representatives property and Breeder agrees to hold MSEA, it's officers, directors and employees harmless against loss or expense arising out of such injury.

9. Miscellaneous: This agreement comprises the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements. Breeder agrees and acknowledges that MSEA has made no representations or promises in connection with this agreement except those set forth herein. In particular, MSEA has not represented or promised any future assistance in connection with the marketing of any foal born as a result of the breeding sold hereby, or any Mare bred to the Stallion as a result of the breeding sold and MSEA has made no representation or promise with regard to any promotion or marketing of the Stallion or any foals born as a result of breeding to the Stallion or that MSEA will continue to own the Stallion to which Breeder has purchased breeding rights. Except as specifically authorized by MSEA in writing, Breeder rights hereunder may not be transferred or assigned. This agreement shall be interpreted and enforced in accordance with the laws of the state of FL and shall be binding upon the parties hereto and their respective heirs, successors, and personal representatives, and where allowed, assigns.

This agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_

MIDNIGHT SUNSHINE EGYPTIAN ARABIANS

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BREEDER: \_\_\_\_\_ DATE: \_\_\_\_\_

(Please sign both copies. Keep one for your file.)