

Bellinger Arabians

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EU-Osterhof (1 of 10)

EDEN C FROZEN SEMEN CONTRACT

I. Parties. THIS AGREEMENT is made this _____ day of _____, 20____ by and between Bellinger Arabians, (hereinafter “BA”), and:

Name (hereinafter “Client”)

Street Address

City

State

Postal Code

Phone

Fax Number

E-mail

Farm Name and Address (if different)

II. Horse. This Agreement pertains to the purebred Arabian horse (hereinafter “the Horse” or “Mares”):

NAMES OF HORSES: Client will provide name of Horse, Sire, Dam, Registration number and Legal Owner on all Horses prior to breeding with frozen straws. Send information to BA as stated above. Use this page per Horse if multiple breedings are purchased.

Name of Horse

Sire

Dam

III. Ownership. Client (make one): () owns 100% of Horse; () leases the Horse from: Registration # _____

Name

Address

Phone

() or, has purchased the horse on an installment contract with final payment due _____ and title and registration are currently held by: _____. If Client does not own 100% of the Horse, the names, addresses and phone numbers of all owners of the Horse are:

_____. Client represents and warrants that Client is authorized to bind each owner of the Horse to this Agreement, as if each such owner was the “Client” hereunder and Client acknowledges and agrees that the liability of each owner of the Horse under this Agreement shall be joint and several.

IV. BREEDING

- A. SERVICE FEE.** Client contracts to breed one (1) Mare to Eden C AHR #0617368 (Hereinafter the “Stallion”). The total Service Fee for the frozen straws/doses including freezing cost for the semen shall be **\$4,000.00 USD per breeding purchased**. The total sale of the frozen straws/doses shall constitute as a final, irrevocable and non-refundable Service Fee, payable upon Clients execution of this Agreement. BA will provide semen in the form of frozen straws/doses and will provide four (4) frozen straws/doses per breeding stated in this contract. The client will wire funds in the amount of \$4,000.00 USD per breeding purchased at the signing of this contract. Wire information will be provided.
- B. CONDITIONS:** The client is responsible for all cost related to the transportation/export/handling costs of the frozen straws/doses. Client will be responsible for the return of the Frozen Semen Container back to the USA at Clients expense within 7 days of delivery if applicable.

Furthermore: Client represents and warrants the Mares shall be suitable for breeding and shall be free of all disease and illness at such time. Clients may use any of the unused straws upon written notification and acceptance of BA on any of Clients other Mares provide that Client pays an additional \$3,500.00 Service Fee per Mare if a pregnancy/foal is achieved on any additional Mares. Client will not be able to register any resulting foals unless all fees are paid currant to BA. In the event, additional frozen straws are needed to produce a live foal then Client may purchase additional straws at \$150.00 per straw plus shipping, handling until the live foals are achieved by the union of the Stallion and the Mare(s) as stated in Paragraph II.

LIMITATION OF LIABILITY: ASSUMPTION OF RISK; INDEMNIFICATION AND LEGAL ACTION.

A. All special, incidental, and consequential damages, including, but not limited to, lost profits, are hereby excluded disclaimed and shall not be awarded or recovered by Client. In no event shall Client’s remedies exceed the amount of the fee paid for the service complained of.

B. As a condition precedent to any legal action by the Client, Client shall notify BA in writing at least thirty (30) days in advance of initiating any legal action against the Released, or any of them, regarding or concerning, in whole or in part, the Horse, any of Client’s horses, the Agreement or any other claim against the Released. Within twenty (20) days of receiving such notice, BA or any of the Released shall be entitled to require that such action be resolved by submission to binding arbitration before the American Arbitration Association (“AAA”), in accordance with the Rules of the AAA, with such arbitration to take place in Delta County, Colorado. If BA or any of the Released elects binding arbitration, BA, the Released and Client to the fullest extent allowed by law, waives trial by jury or by court.

Notwithstanding anything herein to the contrary, any action, proceeding or arbitration against the Released regarding the Horse, any of the Client’s horses, this Agreement or any other claim against the Released or any of them must be filed with a court competent subject matter jurisdiction or the AAA (if BA or the Released so elects) no later than one hundred twenty (120) days from the date of the claimed loss or be forever barred. The prevailing party to any such action, proceeding or arbitration shall be entitled to collect all reasonable attorneys’ fees and costs, in addition to all other relief, through and including petitions and appeals.

VI. ACCEPTANCE. THIS AGREEMENT MUST BE SIGNED BY THE CLIENT AND SIGNED BY BA AT THE TIME OF OR PRIOR TO TRANSPORTATION OF FROZEN STRAWS.

VII. ASSIGNABILITY. Client may not assign any right or delegate any duties under this Agreement without written consent of BA, which may be withheld in BA’s discretion. BA may assign any right or delegate any duties under this Agreement upon written notice to Client.

VIII. TAXES. Client shall pay for and shall indemnify and hold BA harmless from any sales, excise, use or similar tax relating to the Horse or any of the Client’s horses, including and interest and penalty hereon.

IX. ENTIRE AGREEMENT: INTERPRETATION; CHOICE OF LAW; ETC. This Agreement contains the entire understanding of the parties concerning the subject matter and supersedes any prior or contemporaneous agreement between the parties. This Agreement may only be modified or amended in writing stating the modification or the amendment of this Agreement, which is signed by the Client and BA. This Agreement shall not be construed against the BA on the basis that BA drafted the same. Headings are for the convenience only and are in part of this Agreement. The invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the internal laws of the State of Colorado of the United States of America.

THE CLIENT HAS READ AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT.

CLIENT SIGNATURE

DONA BELLINGER, BELLINGER ARABIANS

DATE

DATE