

# HOPKINSON EQUINE MANAGEMENT

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## BREEDING CONTRACT – EMPRES

- 1) PARTIES. THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Hopkinson Equine Management and:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Ranch Name and Address, if different

\_\_\_\_\_  
County City State Zip

\_\_\_\_\_  
Residence Phone Ranch Phone Business Phone

- 2) HORSE This agreement (the "Contract") is for the mare (the "Mare"):

Name of  
Mare: \_\_\_\_\_ Sire: \_\_\_\_\_ Dam \_\_\_\_\_

Reg# \_\_\_\_\_ Date Foaled: \_\_\_\_\_ Color: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Amount: \_\_\_\_\_

- 3) OWNERSHIP Client (Mark One):

( ) has full title & registration ( ) leases ( ) manages or ( ) has purchased the Horse on installment contract with final payment due \_\_\_\_\_, 20\_\_ and full title and registration are currently held by: \_\_\_\_\_

Address \_\_\_\_\_

- 4) BREEDING Client contracts to breed this Mare to **EMPRES** during the \_\_\_\_\_ breeding season which terminates on August 15, 20\_\_\_. The Stallion will stand at Hopkinson Equine Management. The stud fee is \$2,500 this includes a non-refundable handling charge of \$500 the handling fee is due and payable upon execution of this contract. The balance of the stud fee must be paid prior to the first shipment of semen. Client has read, understands and agrees to all the terms and conditions of this agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

For Hopkinson Equine Management

5)LIVE FOAL GUARANTEE Hopkinson Equine Management guarantees a return breeding the following season should a Live Foal (defined as one who stands and nurses without assistance) not result from this breeding. Death of the foal before qualifications as a Live Foal must be certified in writing by a veterinarian and received by Hopkinson Equine Management within ten (10) days of live foaling date. A Rhinopneumonitis series must be completed for the Live Foal Guarantee to apply. Written documentation may be required in the event of an aborted or dead foal.

6)STALLION GUARANTEE AND PROMOTION Should said Stallion be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, the parties agree that the Client shall have the option of breeding to another stallion owned or leased by Hopkinson Equine Management. If client does not wish to breed to the replacement stallion offered, the Client's breeding is null and void and all fees are non-refundable. Client agrees that Hopkinson Equine Management may, at its discretion, show or promote Stallion during normal breeding season.

7)LIMITATION OF LIABILITY AND INDEMNIFICATION Regardless of any negligence on its or their part, Hopkinson Equine Management and their 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 Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely the Client's responsibility. All implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee by law. In no event shall Client's remedy exceed the amount of the fee paid for service complained of Hopkinson Equine Management shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while on Hopkinson Equine Management premises where horse is standing. Client agrees to indemnify and hold Hopkinson Equine Management where the stallion is standing harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the horse and from any claim by a buyer of the horse, and client agrees to pay all expenses and attorney's fees incurred by Hopkinson Equine Management where the stallion in defending any such claim.

8)NONASSIGNABILITY Client may not assign any rights or delegate any duties under this contract without the written consent of Hopkinson Equine Management.

9)REBREEDING Mares not checked in foal in given year may be rebred in the next consecutive year for a re-handling fee of \$400.00. If no attempt to rebreed is made in the following consecutive year Hopkinson Equine Management may, at its sole discretion, terminate the Breeding Contract or require substitution of the mare. In this event the re-handling fee will be \$600.00.

10)ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, AND ATTORNEY'S FEES. This contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. 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 Arizona. Jurisdiction and venue for all disputes connected with this contract shall be proper only in Maricopa County, Arizona. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hopkinson Equine Management