

**KM BUGATTI
COOLED SEMEN BREEDING AGREEMENT**

THIS BREEDING AGREEMENT is made this _____ day of _____, 20_____, by and between:

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____, hereinafter referred to as "Mare Owner".

And

KM STABLES, INC., represented by Ted Carson Arabians, LLC, hereinafter referred to as "TCA".

WHEREAS, the Stallion **KM BUGATTI ++** AHR # **626552** ("Stallion") is owned by KM Stables, Inc., ("Stallion Owner"), and WHEREAS, the Mare Owner, on reliance of the conditions and undertakings contained in this Breeding Agreement, will be entitled to one season's booking for Stallion's servicing of Mare (as defined below) during the 2020 season:

1. **MARE:** Mare Owner has legal right in the following described Mare, including the right to breed the Mare to the Stallion:

Mare (Registered Name): _____ AHRA#: _____

Owner (as recorded on registration papers): _____

2. **BREEDING:**

- a. The Breeding Fee of **\$1,500.00** is payable upon signing this Agreement.
- b. The Breeding is NON-TRANSFERABLE and NON-SALEABLE.
- c. All Amounts paid by the Mare Owner shall be non-refundable upon shipment of semen. Should semen become not available, due to lack / or loss of unforeseeable circumstances, a substitute stallion may be offered at Stallion Owner's discretion.
- d. THIS BREEDING AGREEMENT WILL BE DEEMED FULLY SERVICED AND WILL EXPIRE AFTER TWO SEASONS.

3. **REBREED CONDITIONS:**

- a. Rebreed conditions apply to a Mare that does not achieve a pregnancy in the current breeding season or does not produce a live foal if all of the conditions listed below are met. A live foal is defined as a foal that stands and nurses within 24 hours of birth. Any requests for rebreeds in the following breeding season require a written certificate from a licensed equine veterinarian attesting to the circumstances entitling the Mare Owner to a rebreed.
- b. Mare Owner agrees to have the Mare examined for pregnancy and to notify TCA of the results within ten days of the sixty-day check. Failure to have the Mare thus examined or failure to notify TCA of the results shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void.

Mare Owner Initial _____

1

**Contract expires without execution 30 days from issue date listed on page 1.*

- c. Mare Owner must send a certificate from a licensed equine veterinarian to TCA within thirty (30) days of the discovery of the Mare's pregnancy loss, stillbirth, or newborn foal death. It is the Mare Owner's sole responsibility to insure that certificate is provided to TCA. Failure to provide TCA with certificate shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void. This certificate must include the following:
 - i. That the Mare was properly vaccinated against rhino pneumonitis in months 5, 7, and 9 of the pregnancy.
 - ii. That in the licensed practitioner's opinion, the Mare was maintained in a reasonable state of health, including all vaccinations and deworming as deemed necessary.
 - d. Rebreeding right shall be valid only for the subsequent breeding season and only for breedings that are utilized in the current season. Substitution of a different Mare than the Mare named in this Agreement must be approved by TCA.
 - e. THIS BREEDING AGREEMENT WILL BE DEEMED FULLY SERVICED AND WILL EXPIRE AFTER TWO BREEDING SEASONS.
- 4. ADDITIONAL FEES:** These fees are in addition to the stud fee and must be paid in full prior to shipment. Therefore, a credit card number is required for shipment(s). Mare Owner may also provide their own FedEx account number if they prefer.
- a. Refundable Equitainer Deposit Fee: \$400.00
 - b. Semen Collection and Processing Fee (per shipment per mare): \$250.00
 - c. Shipping Fee:
 - i. For Federal Express shipments within the continental United States: \$175.00 for weekday delivery and \$225.00 for Saturday delivery.
 - ii. Counter to Counter Shipment: \$130.00
 - iii. Airport Courier Fee (for all Counter to Counter Shipments): \$150.00
 - iv. For shipments to Canada: International shipping charges vary.
 - v. Mare Owner may provide FedEx account number: _____
 - d. Equitainer Late Fee: Mare Owner agrees to return equitainer to TCA within two working days of receipt of the container. A fee of \$25.00 per day shall be charged to Mare Owner for failure to return equitainer promptly. Mare owner accepts all liability for loss or damage to said container.
 - e. Rehandling Fee: \$500.00 pursuant to Section 3.
- 5. AVAILABILITY OF SEMEN:**
- a. Stallion will stand at stud at TCA for the current breeding season from March 1st to August 1st. This period shall be defined as the normal breeding season. Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of TCA.
 - b. TCA shall collect and transport semen from Stallion on Monday, Wednesday, and Friday only. TCA reserves the right to not collect or transport semen on holidays.
 - c. Mare Owner shall make semen requests to TCA at least 24 hours prior to shipment.

Mare Owner Initial _____

- d. TCA shall provide semen from Stallion to Mare Owner and makes no other guarantee of the condition of the semen.
- e. Semen is delivered on a first come, first serve basis and is subject to Stallion's show schedule and commitments. The Stallion shall be collected no more than once a day. Semen shall be available for purpose of semen transport only if the quantity requested for transport is on hand. Mare owner expressly acknowledges that all orders for semen are subject to delay.
- f. Mare Owner agrees that TCA may, at its sole discretion, show or promote the Stallion during the normal breeding season. Mare Owner understands that Mares that come into heat during this time may not be bred during this particular heat cycle. It is the Mare Owner's responsibility to check on availability of Stallion for breeding purposes during breeding season.
- g. Semen is shipped on the understanding that it is to be used solely to breed the Mare named in this Agreement, any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than said Mare shall automatically terminate all obligations of TCA. This is including but not limited to a live foal guarantee, re-breeding rights, right to additional semen, and the responsibility to register any offspring produced by the use of semen, including the original intended foal. All of the Mare Owner's rights provided by this Agreement shall be forfeited and the Mare Owner shall be liable for the amount up to the cost for breeding for every unapproved mare inseminated whether a foal is produced or not.
- h. TCA reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Upon detection of Mare carrying an infectious/contagious disease, or for any other applicable reason, TCA reserves the right to discontinue service to Mare. In such event, the Mare Owner is obligated to substitute another mare to fulfill the terms of this Agreement.
- i. Should semen become not available, due to lack / or loss of unforeseeable circumstances, a substitute stallion may be offered at Stallion Owner's discretion.

6. APPLICABLE LAW, JURISDICTION AND ATTORNEY FEES: The terms and conditions in this agreement shall apply to and bind the parties stated herein. This contract shall be construed and governed by the laws of Alabama. The Alabama courts shall have exclusive jurisdiction to hear and determine all suits, actions, or proceedings and to settle all disputes arising in connection with this agreement and for such purposes, each party irrevocably submits to the exclusive jurisdiction of the Alabama courts.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION, REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART. TCA AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, VETERINARIANS, FARRIERS, and STALLION OWNER SHALL NOT BE 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 this Contract, except as required by law. Mare Owner fully understands, authorizes, and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely the Mare Owner'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 Mare Owner's remedy exceed the amount paid for the service complained of. TCA shall also not be held liable for any

Mare Owner Initial _____

3

**Contract expires without execution 30 days from issue date listed on page 1.*

personal injury disability, which the Mare Owner or its agents, representatives, or family may receive while on farm premises. Mare Owner agrees to indemnify and hold TCA harmless for, from, and against any claims, damages, illness or injury caused or suffered by the Mare, and from any claim by a buyer of the mare, and Mare Owner agrees to pay all expenses and attorney's fees incurred by TCA in defending any such claim.

- 8. ENTIRE AGREEMENT AND SEVERABILITY:** The terms and conditions of this agreement represent the entire agreement between the parties with respect to the subject matter of this agreement and supersedes any prior understanding of any kind preceding the date of this agreement. Mare Owner may not assign any right or delegate any duties under this Agreement without the written consent of TCA, which may be withheld on TCA discretion. This agreement may not be amended or varied unless it is in writing and signed by both parties. **This Agreement is non-saleable and non-transferable.**

THE MARE OWNER HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Mare Owner

Signature: _____ Date: _____

Printed Name: _____

Ted Carson Arabians, LLC and/or Authorized Representative

Signature: _____ Date: _____

Printed Name: _____

Credit Card Authorization

Payment Information (VISA / MC Only)

VISA / MC #: _____ Exp: _____ V-Code: _____

Name on Card: _____ Zip Code: _____

Cardholder Signature: _____

Note: A processing fee of 3% will be added to all payments made by credit card.

Mare Owner Initial _____