

KLEIO ARABIANS, LLC
1200 Kleio Drive
Goode, Va 24556
Tele: (215) 805-1459
Email: kleioarabians@gmail.com

KLA AIZAN SHAHEEN
2024 Region 12 Spotlight Futurity Auction
Cooled Semen Breeding Contract

THIS COOLED SEMEN BREEDING AGREEMENT is made this __ day of _____, 2024, by and between KLEIO ARABIANS LLC as Represented by Ted Carson Arabians, LLC. and:

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Hereinafter referred to as "Mare Owner" or "Client".

WHEREAS, the Stallion KLA AIZAN SHAHEEN (AHR# *676481 - DOB 6/06/2018) ("Stallion") is owned by KLEIO ARABIANS LLC (hereinafter referred to as "KLA or "Stallion Owner"); and

WHEREAS, the Stallion stands at Ted Carson Arabians, LLC. (hereinafter referred to as "TCA"); and

WHEREAS, the Mare Owner, on reliance of the conditions and undertakings contained in this Breeding Agreement, will be entitled to one booking for Stallion's servicing of Mare (as defined below) during the 2024 season:

I. **HORSE:** The agreement pertains to the Mare.

_____	_____	_____
Name of Mare	Sire	Dam
_____	_____	_____
Registration Number of Mare	Date Foaled	Color

Mare Owner Initial _____

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

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OWNERSHIP: Client (mark one):

- Owns 100% of Mare*
 Leases the Mare from**

Name _____

Address: _____

*If Client does not own 100% of the Mare, the Names, Addresses and Phone Numbers of owners of the Mare are _____.
Client represents and warrants that she/he is authorized to bind each owner of the Mare to this Agreement. Client acknowledges and agrees that the liability of each owner of the Mare under this agreement is joint and several.

**If Client is not the record owner of the Mare, a signed copy of a Lease or written approval by the legal mare owner is required.

2. BREEDING:

- a. This is a Region 12 Spotlight Futurity Auction Breeding as such is bound by the Rules and Regulations of the Region 12 Spotlight Futurity Auction Program.
- b. The Region 12 Spotlight Futurity Auction Breeding Fee is payable per the Rules and Regulations of the Region 12 Spotlight Futurity Auction Program.
- c. The Breeding is NON-SALEABLE. Unauthorized use of breeding by a third party will result in a \$10,000.00 penalty fee and the registration of the resulting foal will remain pending until said fees are paid in full.
- d. If Mare Owner decides to transfer breeding rights to another mare other than the specified in Section 1 of the Agreement, KLA/TCA must be notified in writing prior to the mare being bred.
- e. All Amounts paid by the Mare Owner shall be nonrefundable upon shipment of semen. Should semen become not available, due to lack and/or loss or unforeseeable circumstances, Stallion Owner agrees to furnish Mare Owner with services to another Stallion selected by the Stallion Owner.
- f. THIS BREEDING AGREEMENT WILL BE DEEMED FULLY SERVICED AND WILL EXPIRE IN ACCORDANCE WITH THE REGION 12 SPOTLIGHT FUTURITY AUCTION PROGRAM

3. REBREED CONDITIONS:

- a. Rebreed conditions (e. g. live foal guarantee) may apply to a Mare that does not achieve a

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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 and would be insurable against mortality seventy-two (72) hours after 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 KLA/TCA of the results within ten days of the sixty-day check. Failure: to have the Mare thus examined or failure to notify KLA/TCA of the results shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void.
- c. Mare Owner must send a certificate from a licensed equine veterinarian to KLA/TCA within seven (7) 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 KLA/TCA. Failure to provide KLA/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 breeding that is utilized in accordance with the Region 12 Spotlight Futurity Auction Program. If substitution of a different mare, other than the Mare named in this Agreement is required, KLA/TCA must be notified in writing prior to breeding.
- e. All Notices to KLA shall be sent via email to kleioarabians@gmail.com.
- f. THIS BREEDING AGREEMENT WILL BE DEEMED FULLY SERVICED AND WILL EXPIRE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGION 12 SPOTLIGHT FUTURITY AUCTION PROGRAM.

4. **ADDITIONAL FEES:** These fees are in addition to the stud fee and must be paid in full to Ted Carson Arabians LLC prior to shipment. Additionally, TCA 's Fee for Transported Cooled Semen form shall be completed along with a credit card number. These fees may be subject to change by TCA.

- a. Cooled Semen Collection and Processing Fee (per shipment per mare): \$Fee will be usual and customary for collection of the stallion at TCA
- b. Shipping Fee-
 - i. For Federal Express Shipments within the, continental United States: Cost
 - ii. Counter to Counter Shipment: Cost
 - iii. Airport Courier fee (for all Counter to Counter Shipments): Cost
 - iv. For shipments to Canada: International shipping charges vary.
 - v. Mare Owner may provide Federal Express account number: _____

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- c. 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.
- d. Equitainer Replacement Fee (if damaged or not returned): \$500.00
- e. Credit Card Processing Fee: 4%
- f. Rebreed Fee: \$500.00 pursuant to Section 3.

5. AVAILABILITY OF SEMEN:

- a. Stallion will stand at stud at TCA for the 2024 breeding season from March 15, 2024 to August 15, 2024. 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 the Stallion Owner and 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, NO SEMEN WILL BE SHIPPED ON CALLS PLACED AFTER 10 A.M CENTRAL TIME ON THE DAY OF SHIPMENT.
- d. TCA shall provide semen from Stallion to Mare Owner. Neither TCA nor KLA shall make any 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 KLA 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 KLA/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. Unauthorized use of breeding by a third party will result in a \$10,000.00 penalty fee and the registration of the resulting foal will remain pending until said fees are paid in full.

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- h. KLA/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, KLA/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 and/or loss or unforeseeable circumstances, Breeder agrees to furnish Mare Owner with services to another Stallion selected by the Stallion Owner.
6. **LOCATION OF MARE:** Mare Owner agrees that any shipment of the Mare to or from the farm where the Stallion stands shall be at Mare Owners expense. Stallion will stand at stud, at TCA for the 2024 breeding season from March 15th to August 15th. Mare Owner will be required to pay board, farrier services, medical care and any other costs or fees to TCA.
7. **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 Virginia. The Virginia 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 Virginia Courts. Venue for any suit shall be exclusively in Bedford County, Virginia.
8. **LIMITATION OF LIABILITY AND INDEMNIFICATION,** REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART KLA and/or TCA AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, VETERINARIANS, FARRIERS, and STALLION OWNER SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ASTRAY, 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. KLA and/or TCA shall also not be held liable for any personal injury disability, which the Mare Owner or its agents, representatives, or family may receive while on TCA premises. Mare Owner agrees to indemnify and hold KLA and/or TCA harmless for, from, and against any claims, damages, illness or injury

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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 KLA and/or TCA in defending any such claim.

9. **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 supersede any prior understanding of any kind preceding the date of this agreement. This agreement may not be amended or varied unless it is in writing and signed by both parties. **This Agreement is non-saleable. This Agreement is non-transferable except as set forth in section 2.**

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

Mare Owner Signature _____ Date _____

Mare Owner Printed Name _____

Kleio Arabians, LLC _____ Date _____
Authorized Representative

Payment Information (VISA/MC/AMEX only circle one):

Credit Card # _____ Exp. Date _____ CVV Code _____

Print Name on Card _____

Address for card _____ Zip Code for Card _____

Signature for card _____

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