

Kentley Dean
The Dean Farm
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PA PHOENIX KID Cooled Semen Breeding Agreement

PA Phoenix Kid 2013 Bay Stallion AHR# 662196

PARTIES

This agreement made this _____ day of _____ 20_____, by and between Kentley Dean:

Customer Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

MARE

This agreement relates to the mare described below and must be accompanied by a completed Mare Health Form and a copy of Registration Papers:

Registered Name	Sire	Dam
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Registration Number	DOB	Color	Breed
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1. STUD FEE: Customer contracts to breed their mare to PA Phoenix Kid (AHA #662196) during the 20_____ breeding season which terminates July 15 of that year.

a. The stud fee is \$_____.

b. Type of foal

- Purebred Arabian \$2,500.00
- Half Arabian \$1,250.00

2. FEE SCHEDULE: The stud fee is payable as follows:

- a. The Breeding Fee of \$_____ USD 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.
- d. This breeding will be deemed fully serviced and will expire after two seasons.

3. REBRED 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 Kentley Dean of the results within ten days of the sixty-day check. Failure to have the Mare thus examined or failure to notify Kentley Dean of the results shall automatically render the rebreeding rights of the Mare Owner null and void.
- c. Mare Owner must send a certificate from a licensed equine veterinarian to Kentley Dean 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 ensure that certificate is provided to Kentley Dean. Failure to provide Kentley Dean with certificate shall automatically render the 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.

4. AUCTION BREEDINGS: The only fees due are collection/shipping fees and are to be paid by the auction purchaser the day of collection. If the mare is unable to conceive the year auction breeding was purchased, a \$500 rebreed fee is due for the following year the breeding is used, if the rollover is approved by the Futurity/Auction. A letter from attending Veterinarian and Auction must be submitted to Kentley Dean prior to the first shipment of the rollover year.

5. TRANSFER: If the mare fails to conceive as certified in writing by a licensed veterinarian after being inseminated for 3 heat cycles, Kentley Dean will have the option to approve the Customer's replacement mare. The breeding is non-transferable to any party other than the Customer who initiated the purchase of the original breeding.

6. ADDITIONAL FEES: PA PHOENIX KID will be standing at Ted Carson Arabians, LLC for the 2024 year. These fees are in addition to the stud fee and must be paid in full prior to shipment:

- a. Semen Collection and Processing Fee (per shipment per mare)
- b. Shipping Fee
 - i. Federal Express or UPS shipping cost
 - ii. Counter to Counter Shipment
 - iii. Airport Courier Fee (for all Counter to Counter Shipments)
 - iv. For shipments to Canada: International shipping charges vary.
 - v. Mare Owner may provide their own FedEx account number: _____
- 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- \$400.00 due only for damaged or lost equitainer.
- e. Rehandling Fee- \$500.00 due prior to rebreed and pursuant to Section 2.

Mare Owner Initial _____

Contract Expires Without Execution 30 days from issue date listed on page 1.

7. AVAILABILITY OF SEMEN:

- a. Stallion will stand at stud at Ted Carson Arabians, LLC for the current breeding season from March 1st to July 15th. 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.
- b. Ted Carson Arabians, LLC 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 Ted Carson Arabians, LLC at least 24 hours prior to shipment.
- 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 the 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 Ted Carson Arabians, LLC 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 the availability of Stallion for breeding purposes during the 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 Kentley Dean. This is including but not limited to 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. Kentley Dean or Ted Carson Arabians, LLC 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, Ted Carson Arabians, LLC reserves the right to discontinue service to Mare. In such an event, the Mare Owner is obligated to substitute another mare to fulfill the terms of this Agreement.

8. NONASSIGNABILITY: Clients may not assign any rights or delegate any duties under the contract without written consent of Kentley Dean. This breeding is NOT transferable to another person and must be used for the breeding season specified in the contract.

9. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNEY'S FEES: This contract contains the entire understanding of the parties concerning this subject matter and may be modified only in writing. Headings are for convenience only and not part of the Contract. The invalidity or unenforceability of any terms or provisions shall not affect the validity of the remaining provisions. This contract shall be construed in accordance with the laws of the State of North Carolina. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Cumberland County, North Carolina. If a lawsuit is filed with respect to the Contract the prevailing party shall be entitled to collect all reasonable attorney's fees and cost. Customer fully understands, authorizes, and assumes the special risks inherent in breeding horses with the use of transported semen. Customer also understands the risk of failure due to many variables and unknown causes and shall not hold Kentley Dean responsible for any losses suffered or unsuccessful attempts at conception.

Mare Owner Initial _____

Contract Expires Without Execution 30 days from issue date listed on page 1.

10. Multiple Foals- It is agreed by the Stallion Owner and Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the mare named above. It is the intent of the Stallion Owner that only one mare per contract be inseminated with transported semen. When utilizing Embryo Recovery and Transfer, should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Fee within 45 days of insemination to receive a breeding certificate for additional foals.

Customer has read, understands and agrees to all items and conditions of the agreement.

Customer: _____ Date: _____

By: _____ Date: _____

Mare Owner Initial _____

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