

**PCF ARABIANS, LLC. BREEDING AGREEMENT**  
**Aria Helios**

This Agreement ("Agreement") is made and entered by and between the Mare Owner set forth below and PCF ARABIANS, LLC. ("PCF Arabians") and is made with respect to **One (1) Breeding Right(s)** ("Breeding Rights") purchased by the Mare Owner for the Mare(s) designated below for the Initial Breeding Season of **2026** ("Initial Breeding Season"). Each Breeding Right entitles the Mare Owner to breed the Mare to produce a single Live Foal (as defined herein).

**1. BREEDING FEE:**

The undersigned, Owner ("Mare Owner") of the Mare(s) ("Mare"):

Mare Owner (as appears on Registration Papers): \_\_\_\_\_

Mare Registered Name: \_\_\_\_\_ Registry # \_\_\_\_\_

Owner hereby agrees to breed the Mare(s) to the purebred Arabian Stallion **Aria Helios** ("Stallion") **AHA# 687843** standing at PCF Arabians or its custodian, and to pay a non-refundable Breeding fee of \$4,500 ("Breeding Fee") per Breeding Right, for a total of \$4,500 usd. **Breeding Fees are due and payable upon the signing of this Agreement.**

**2. FOR TRANSPORTED (COOLED) SEMEN**

Prior to the transportation of Stallion's semen, the Mare Owner shall pay to PCF Arabians a \$250.00 refundable container deposit. The semen collection and transportation fee shall be **\$450.00** for next day priority delivery (FedEx) and **\$550.00** for same day delivery. Additional charges of \$15.00 for Saturday delivery shall be paid by the Mare Owner, in addition to the charges set forth above. Semen collection with a same day local pickup shall be **\$350**.

The shipment container must be returned via Federal Express Overnight service within 72 hours of receipt of the shipment by the Mare Owner or its agent. In the event a container is not returned on time, PCF Arabians may assess a \$25.00 per day late charge. **All fees for transported semen shall be paid in full prior to shipment. The container deposit will be returned less late fees. If the container is not returned within ten (10) days the deposit is forfeited and an additional deposit of \$250.00 will be required prior to future shipments. Container deposits will be returned upon notification by the Mare Owner that the Mare is confirmed in foal or breeding for the year has ended.**

Stallion Manager shall provide semen from Stallion identified in this contract and makes no other guarantee of the condition of the semen once the semen container has left PCF Arabians, LLC.

**Stallion Manager shall collect and transport semen on Monday, Wednesday, and Friday only.** Stallion Manager reserves the right not to collect or transport semen on Holidays.

**Mare Owner must request collection and transportation of semen 24 hours prior to shipment.** Stallion manager does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion manager shall provide semen on a "first come, first served" basis and shall not guarantee semen to Mare Owner if Stallion is overbooked on that particular day. Mare Owner shall have the responsibility to insure proper handling and insemination of the semen into the mare.

### **3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN**

Mare Owner represents that the Mare is registered with the Arabian Horse Association. Prior to the semen shipment to the Mare Owner or its agent, PCF Arabians or its agent or custodian shall be furnished with a copy of the **Mare's AHA Papers**.

### **4. RE-BREEDING PRIVILEGE:**

PCF Arabians and its custodian anticipate a live foal from this mating. A Live Foal is defined for the purposes of this Agreement as a foal, which stands and nurses for at least 24 hours after delivery. Should (a) the Mare abort or absorb at any time after being confirmed in foal to the Stallion, (b) the Mare's foal be born dead, (c), the Mare fail to conceive, (d) the Mare die, or (e) the resulting foal not be a Live Foal (each a "Return Privilege Event"), the Mare Owner shall receive a return privilege for the same Mare or a substitute Mare. During the Initial Breeding Season no additional fees shall be assessed for the return privilege, although all fees due under Sections 1 and 2 must be fully paid. If the return privilege is utilized during the calendar year after the Initial Breeding Season, the Mare Owner must pay PCF Arabians an additional fee of \$500.00 as well as any other fees due. The return breeding privilege can only be exercised for the two (2) consecutive breeding seasons following the Initial Breeding Season; **therefore this Breeding Agreement shall be deemed fully serviced and will expire after three breeding seasons.** The return privilege shall not apply unless PCF Arabians or its agent or custodian is notified within ninety-six (96) hours of the occurrence of the Return Privilege Event and is provided with a statement by a licensed Veterinarian within twenty (20) business days after the occurrence of the Return Privilege Event setting forth the details thereof and certifying that such veterinarian is unaware of any negligent or wrongful act or omission of the Mare Owner, or any other party which directly resulted in the Return Privilege Event. The return privilege shall NOT apply if the stallion has been sold and/or frozen semen is not available.

### **5. UNAVAILABILITY OF STALLION:**

Should the stallion become unavailable for any reason whatsoever, reasons may include: death, health unfit for breeding or stallion is sold and no longer in the ownership and control of PCF Arabians LLC, the Mare Owner shall at its sole option have the right (a) to breed a mare to a substitute stallion owned or leased by PCF Arabians and which PCF Arabians identifies as available to the Mare Owner (in which event such substitute stallion shall be deemed "Stallion" hereunder), or (b) to terminate this Agreement in which event this Breeding Agreement shall be deemed fully serviced. No other refunds will be made, except that a refund shall be made of (a) any refundable container deposit subject to the Mare Owner's compliance with the terms of Section 2, and (b) any prepaid semen collection and transportation fee for which no collection and shipment was made. **In the event the Stallion dies or is exported or becomes unfit for service, PCF Arabians LLC will have NO obligation to provide the Mare Owner additional frozen semen under this Agreement.**

### **6. REPRESENTATION:**

PCF Arabians hereby represents to the Mare Owner that any semen transported will be from the Stallion and that any other information on the Semen Collection Report shall be accurate. PCF Arabians DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. The Mare Owner hereby represents that, to the best of its knowledge, the information provided under Section 3 is true and correct.

#### **7. WAIVER OF LIABILITY:**

PCF Arabians shall not be liable for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare Owner understands that PCF Arabians does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare, any foal at her side or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with breeding or provision of any service to the Mare and such foal shall be born solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT THE PCF ARABIANS PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NONPERFORMANCE OF OBLIGATIONS OF MARE OWNER TO ANY THIRD PARTY WHICH OBLIGATIONS MARE OWNER MAY HAVE UNDERTAKEN IN RELIANCE UPON ANY PROMISES AND REPRESENTATIONS MADE BY THE PCF ARABIANS PARTIES IN THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF THE PCF ARABIANS PARTIES FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

#### **8. PAYMENT OF FEES:**

Mare Owner hereby agrees to pay PCF Arabians all applicable charges, fees, services and expenses required under this Agreement. Except for those fees required to be paid in advance as provided above, all charges, fees and expenses due from Mare Owner under this Agreement shall be due and payable within 15 days of any invoice rendered by PCF Arabians. Mare Owner will pay a late charge of the lesser of (a) one and one-half percent per month or (b) the greatest charge allowed by law on all amounts past due. All payments shall be paid in lawful money of the United States at the office of PCF Arabians, 14514 E. Willis Rd, Gilbert, AZ 85297. Payment may be made by a credit card then accepted by PCF Arabians, subject to approval of the credit card provider.

#### **9: REFUND OF FEES:**

The only fees that are refundable under this agreement are the Breeding Fees. They are only refundable should the stallion die or be unfit to breed for any reason and in no case otherwise and only after either of the above conditions have occurred.

#### **Breeding Fees are refundable only as follows:**

1) The Breeding Fee will be fully refunded if no semen has been shipped or the Mare has not been inseminated.

2) After an initial shipment of semen or insemination during the Initial Breeding Season and prior to any shipment or insemination in the second breeding season, fifty percent (50%) of the Breeding Fee will be refunded.

3) During the second or subsequent breeding season no refund will be made if semen has been shipped or the Mare has been inseminated in any of the second or subsequent breeding season.

**10: TRANSFER OR SALE OF BREEDING:**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, except as provided herein. The Breeding Right including any return privilege is personal to the Mare Owner and may only be transferred by the Mare Owner with the sale of the above Mare, and then only if (a) the Total Fee has been fully paid (b) all service fees due under Section 2 have been fully paid and (c) the new Mare Owner executes a new Service Contract with PCF Arabians and pays 20% of the Breeding Fee, as a transfer fee, within 30 days of the sale of the Mare. **There are no other provisions for the transfer or sale of the Breeding Rights granted under this agreement.**

**11: MISCELLANEOUS PROVISIONS:**

Mare Owner hereby agrees to indemnify and hold the PCF Arabians Parties harmless from and against any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature (known or unknown) arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, any foal at the Mare's side, or any foal resulting from any breeding of the Mare to the Stallion. This

Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail or when custody is delivered to a recognized overnight courier (e.g., Federal Express, DHL), delivery fees prepaid and properly addressed to the addresses at the end of the Agreement (or such other address as may have been provided by one party to the other party by notice in accordance with the provisions of this section). All notices delivered by United States mail shall be sent by certified or registered mail, with a return receipt requested. All notices delivered by overnight courier shall be by a means that provides proof of delivery. Mare Owner shall reimburse PCF Arabians for all federal, state, and local sales or use tax liabilities, if any, assessed on the transactions under this Agreement excluding however any taxes based on the net income of PCF Arabians. In the event of a dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover its reasonable attorney's fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in connection with the assertion of its right to payment in any voluntary or involuntary bankruptcy proceedings. This Agreement may be executed in counterparts. Any unlawful or unenforceable provisions of this agreement shall be severable without affecting the validity of the balance of the agreement.

Contract # \_\_\_\_\_

This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona. Any dispute related to this Agreement shall be resolved by binding arbitration through the American Arbitration Association in Maricopa County, Arizona, before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorney's fees to the prevailing party. MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT. **(PLEASE ATTACH A COPY OF YOUR MARE'S REGISTRATION PAPERS).**

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

**Mare Owner Signature**

\_\_\_\_\_  
Mare Owner Name (Print)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Address for Notices

\_\_\_\_\_  
Mare Owner PHONE NUMBERS (IMPORTANT)

\_\_\_\_\_  
Mare Owner Email Address

\_\_\_\_\_  
CONTACT INFORMATION FOR SEMEN SHIPMENT IF DIFFERENT

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

PCF Arabians, LLC.

Phone: +1 602-767-8121

Email: pcfarabians@me.com

\_\_\_\_\_  
Date of Signature

**Contact for ordering collections text Karina @ 480-356-7025**

**Breeding Fees Payment Information: (U.S. Funds Only):**

Check Enclosed \_\_\_\_

Please make check payable to PCF Arabians, LLC and remit to the address below:

**PCF Arabians, LLC**  
4145 W. Mercury Way  
Chandler, AZ 85226

OR

Wire Transfer \_\_\_\_

DOMESTIC Wire Transfer Instructions:

**Routing Number:** 121000248

**Bank Name:** Wells Fargo Bank, N.A.

**Bank Address:** 420 Montgomery, San Francisco, CA 94104

**Beneficiary Account #:** 3623606914

**Beneficiary Account Name:** PCF Arabians, LLC

INTERNATIONAL Wire Transfer Instructions:

**Bank Name:** Wells Fargo Bank, N.A.

**City/State:** San Francisco, CA

**SWIFT Address:** WFBIUS6S

**Account Number #:** 3623606914

**Account Title:** PCF Arabians, LLC