

**Kilkenny Crest, LLC**

22333 Nelson Rd, Bend, OR 97701

Phone 541.382.7555 ~ Fax 541.382.1755

Cooled Semen Breeding Contract

This contract is made by and between Kilkenny Crest, LLC, ("Farm") and _____
_____ ("Mare Owner") for breeding of the Mare _____
_____ to Kilkenny Jasco (Joram) and is subject to the following terms and
conditions:

1. Breeding Agreement. This agreement confirms the reservation for Kilkenny Jasco (Joram) for the _____ breeding season and defines the terms and conditions under which the Mare Owner agrees to purchase and the Farm agrees to deliver up to five (5) shipments of frozen semen for the purpose of breeding Jasco to the Mare during the Term of this contract (see ____ Term of Contract). Each shipment will consist of two (2) breeding doses, thus limited to a total of ten (10) doses of frozen semen.

2. Mare. The mare is booked by name and may not be transferred to another mare without written consent of the Farm prior to breeding. If the semen is used in a mare not named in this contract or through embryo transplant, this contract and all of its guarantees become null and void. It is within the sole discretion of the farm to permit substitution of mares for breeding. Embryo transplants are not within the scope of this agreement.

The Mare to be bred under this contract is described as follows:

Mare Information:

Mare Registered Name _____ **Year Foaled** _____
Breed _____ **Registration** _____
Color _____ **Height** _____
Markings _____
Sire _____ **Breed/Registration** _____
Dam _____ **Breed/Registration** _____
Dam's Sire _____ **Breed/Registration** _____

Breeding History

Number of pregnancies _____ **Use of shipped semen before (dates)** _____
Loss of Foal (dates) _____ **Live Births (dates)** _____
Date/Results of last uterine culture and cytology* _____
*Required after 1st breeding cycle or upon specific request
Reproductive Status at this Time _____
Mare's Reproductive Vet _____ **Phone** _____

Owner Information:

Name _____ Farm Name _____
 Address _____

Telephone _____ Cell _____
 Email _____ Fax _____

Shipping Information:

Address to Ship to _____

Contact for Tracking Information _____

3. Fees. Mare Owner agrees to pay the Farm the following fees in US funds:

- a. Booking Fee – A non-refundable fee (deductible from service fee) of \$ 250 is due at time of Mare Owner's reservation, payable to the Farm immediately upon signing this agreement. If the Mare requires a second breeding cycle, this booking fee must be renewed as these fees do not carry over from one year to the next. This fee shall be applied to and thus reduce the Stallion Service Fee.
- b. Stallion Service Fee – A non-refundable fee of \$ 1600 that must be paid in full prior to the shipment of semen.
- c. Additional Service Fees – Shipments are subject to additional lab/service fees due and payable for the initial shipment and any subsequent shipments to cover shipping and handling charges. A credit card must be on file prior to shipping.
 - Handling Fee - \$100
 - Federal Express Shipping Fee - \$275
 - Airline Shipping - \$325
- d. Container Deposit Fee – Semen containers require a credit card on file for payment of the container deposit. The container deposit fee is 500.00 which is refundable at end of breeding season. Any loss or damage to the container or its parts is the responsibility of the Mare Owner and will be taken from the deposit. The deposit will be held until all shipping expenses have been paid. The container must be returned clean and with no damage or Mare Owner will be charged for replacement. After receipt and use of the semen, Mare Owner agrees to return container to the veterinary office within 3 days via UPS or Federal Express 2nd Day Air. We recommend insuring the container for \$800. There will be a late fee of \$25.00 per day and potential forfeiture of the container deposit fee.
- e. ALL FEES MUST BE PAID PRIOR TO SHIPPING OF SEMEN. Fees may be paid by check payable to Kilkenny Crest, LLC or can be paid by credit card. Checks may be sent for booking fee, service fee, shipping and handling charges, and container deposit fees to be deposited as needed. Non-sufficient fund checks will be charged a \$25 fee for each occurrence. Credit card use must be accompanied by a front and back copy of the card. The following Credit Card payment information must be completed and signed below:

Name on card _____
 Card Number _____ Exp Date _____
 Security Code _____ (3-digits from back of card)
 Account Billing Address _____
 Signature _____

4. Request For and Delivery of Semen. The Mare Owner is responsible for insuring delivery of Federal Express deliveries to the address provided for shipping and the days and times of delivery. Whether the Mare Owner uses their own Federal Express account number or the Farm number is used, damage to the container remains the responsibility of the Mare Owner and assessments will be made to the Mare Owner regardless of the outcome of claims against the shipper. Kilkenny Crest, LL makes no guarantee on the on-time arrival of shipments. The Farm's receipt of the Booking Fee confirms the Mare's reservation to breed to the Stallion, Kilkenny Jasco, for the Current Breeding Season. Mare Owner must notify the Farm at least 24 hours in advance to shipping date.

The Mare Owner is responsible for picking up the container at the shipping destination and delivering it to the insemination site if the shipping server does not deliver directly to the site. Kilkenny Crest, LLC will not be held responsible for shipments that are damaged, lost, or delayed due to any uncontrollable situations such as mishaps or interruptions in service.

The Semen Request for Shipment Form should be completed and on file at the Farm to insure timely delivery of semen. Requests per phone will only be taken if this form is on file. Otherwise, the form must be sent to the farm in writing prior to shipment of semen.

5. Conditions of Agreement. All requirements stated in this contract must be met by the Mare Owner. Failure to satisfy the requirements will terminate the contract without refund of any fees paid or incurred and the Farm will have no further obligations to the Mare Owner.

- a. Stallion Services will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian who is acceptable to both the Mare Owner and Farm.
- b. The Mare Owner assumes all responsibility for the condition, care and control of the Mare and bears all risk of loss or damage to the Mare as a result of disease, injury, infection or otherwise during the term of this agreement. Purchasing and maintaining insurance on the Mare is solely the responsibility of the Mare Owner. It is required that a licensed veterinarian inseminate the Mare with the semen at the time of breeding. The veterinarian must sign the **Insemination of Semen Certificate** which is included with the semen shipment. The Certificate must be returned by fax, email or mail to Kilkenny Crest within seven days of the last date of insemination on each cycle the Mare is bred. Without the return of this certificate, no further semen will be sent. This form contains documentation as to the status of any unused semen (either destroyed or in storage under veterinarian's supervision).
- c. The Mare Owner must have the Mare checked for pregnancy and confirmation of a single embryo by a licensed veterinarian at fifteen (15) days, again by forty-five (45) days, and again at sixty (60) days after the last insemination. Written documentation of

the results of these tests must be submitted to the Farm. Written proof of loss of any pregnancy after the sixty (60) day check is required within seven (7) days by a licensed veterinarian in order to receive return of service privileges.

d. Return of Service:

Mare Owner will be entitled to return to service of the Stallion if it is determined that all terms and conditions of this contract have been satisfactorily complied with under this contract as set forth below:

If Mare does not settle during the Current Breeding Season, she is eligible to return for service of the stallion if the Mare Owner submits a veterinarian's certification to that effect. Farm may require confirmation that the mare was kept in good physical condition, received all vaccinations and deworming as deemed necessary by the veterinarian and a negative intrauterine culture certificate prior to return to service.

If the Mare is determined to be in-foal but becomes barren during gestation, she is eligible to return for service upon the Farm's receiving a veterinary certificate indicating Mare's barren state and explanation for the loss within seven days of the examination. Farm may require confirmation that the mare was kept in good physical condition, received all vaccinations and deworming as deemed necessary by the veterinarian and a negative intrauterine culture certificate prior to return to service.

If the Mare gives birth to a live foal that is unable to stand alone and nurse within the first 24 hours, and subsequently dies, a veterinary certificate is required within seven days of the date of death. In this case the Mare is eligible for return for service. Farm may require confirmation that the mare was kept in good physical condition, received all vaccinations and deworming as deemed necessary by the veterinarian and a negative intrauterine culture certificate prior to return to service.

In all cases, a veterinary certificate is required within a timely manner that indicates the date that the Mare was immunized for equine rhinopneumonitis during pregnancy and that proper care was given to the Mare during gestation and foaling.

Mare Owner agrees to pay additional shipping and handling charges.

- e. Breeding season for the purpose of this agreement begins on the 15th day of February and ends on the 31st day of July of each year. Dates outside of this period will be considered but are not guaranteed.
- f. If an agent is in charge of the Mare for breeding purposes, the Agent Authorization Form must be submitted prior to shipment of any semen.
- g. Refund of Fees: Should the Stallion die or become unfit for service prior to serving the Mare in the Current Breeding Season, this contract shall be null and void and the Mare Owner will be entitled to a full refund of any amount paid. No refund will be entitled if the Stallion should die or become unfit for service after semen has been shipped or in any future breeding season. There will be an extinguishment of foal guarantees if the

Mare Owner fails to pay or follow terms set in this contract or breeds the said mare to another stallion.

- h. Non-Transfer: This contract cannot be transferred by the Mare Owner. If the Mare is sold or changes ownership after having been served by the stallion, there shall be no right of return for service to the Stallion. Farm must approve all covered mares prior to insemination.
- i. Warranty: The Farm is not responsible for delayed, lost or damaged semen. The Farm assumes responsibility only to deliver live semen in viable condition at the time arranged for delivery to the Mare Owner. If a veterinarian examines the semen and determines upon using proper procedures that the semen is not viable for breeding purposes, this qualified veterinarian must contact the Farm immediately with details regarding the situation. In this case, the Mare Owner will receive one additional shipment of semen free of charge.
- j. When the above Mare Owner signs and returns a copy of this contract to the Farm, it will then be a binding contract on both parties, subject to the above terms and conditions. All forms and information required to be provided to the Farm are to be incorporated into and made a part of this agreement. The Mare Owner is responsible for and acknowledges the Farm's reliance on all information provided by the Mare Owner and other agents thereof, including the Mare Owner's veterinarian. The contract shall be interpreted in accordance with the laws of the state of Oregon. Any action related thereto shall be brought in this state. This agreement supersedes all prior communications between the parties and may not be modified except by written mutual consent of the parties.

The undersigned hereby accepts all of the above terms. Dated _____

Mare Owner Signature

Farm Representative Signature

Printed Mare Owner Name

Farm Representative Name

Address of Mare Owner

Kilkenny Crest, LLC
22333 Nelson Rd, Bend, OR 97701

Phone of Mare Owner

Breeding Manager (Mindi)
541.610-8540