

KD TRAKEHNERS LLC AND/OR DAVID BEATTIE, N2594 HIGHWAY
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STALLION CONTRACT FOR THE COLLECTION, SHIPMENT AND DELIVERY OF COOLED, EQUINE SEMEN

By signing this agreement and sending payment or by submitting a successful bid in any stallion service auction you confirm that you have carefully read this contract and agree without reservation to its terms. Circle the chosen stallion for the breeding year of 2010 (April 1 to August 1), Blitz und Donner, Hirtentanz (frozen, special conditions), Blitzlicht, Hofherr, Imago

Hirtentanz Semen, Special Conditions **The price of the semen is \$3,000 for two doses for registration of one foal. On completion of the agreement, 2 doses will be sent to you. If the mare fails to come into foal, two more will be sent no added charge. There is no Live Foal Guarantee. Breeding will be only to mares approved by David Beattie and/or Kevin O'Meara.**

Stallion Condition

In order for this contract to be implemented the selected stallion must be:

1. Alive,
2. Capable of breeding and
3. Standing at KD TRAKEHNERS LLC.

Stallion Owner's Responsibility

1. The stallion owner assumes responsibility to deliver fresh semen in viable condition at the time of delivery to the mare owner's farm or veterinarian facility.
2. In cases in which the mare does not conceive with the first shipment of semen the stallion owner agrees to provide subsequent shipments of cooled semen as outlined below:
 - The stallion owner agrees to provide the mare owner with semen shipments for the year of the agreement and 1 subsequent year, during which time the mare may or may not conceive.
 - If as a result of breeding in the year of the contract or the subsequent year, the mare conceives and loses the foal before full term or the foal fails to stand and suck for 48 hours and dies, all notified within 48 hours and attested to by registered mail within 10 days by a licensed veterinarian, the stallion owner will provide breedings in one subsequent breeding year.
 - In case of non conception the stallion owner at his option may decide to grant a third year of breedings under the following conditions:
 - i. stallion owner may select another owned stallion and/or

- ii. may require the mare owner to select another owned mare
- However, should this third season result in the mare(s) not conceiving or losing a foal conceived in the third year, the stallion owner has no further responsibility for breeding and will have fulfilled all obligations under this agreement.

Mare Owner's Responsibility

Mare owner understands and accepts the following terms.

Mare Owner must:

1. Complete this application in its entirety, including a copy of the mare's registration certificate complete with markings
2. Return this contract, signed with deposit
3. Make any remaining payments before shipment
4. Have the mare examined by a licensed veterinarian and
5. If the mare is 12 or under or has had a foal or the vet himself tells you it is unnecessary, then a culture is unnecessary. Mare owner pays for shipping after the first shipment. After two heat cycle breedings and no pregnancy, I will request a current uterine culture showing the mare to be in sound breeding condition and free of infection
6. Have a licensed veterinarian administer the semen on the day of delivery and subsequent days if practical
7. Have mare examined by a licensed veterinarian between 21 and 45 days after the last insemination by stallion's semen, and notify stallion owner if mare owner needs more semen, if still within breeding season.
8. Notify stallion owner, if mare owner has not done so prior, at 60 days after last insemination of mare status or any live foal guarantee is null and void.
9. Notify stallion owner of any change in the pregnancy status at that time or anytime during the pregnancy.
10. At the end of the breeding season or when the mare is pronounced in foal, the Mare Identification form, complete with all breeding dates and Veterinary signatures must be returned

The above 10 conditions must be met for the live foal guarantee to be in effect.

Mare owner pays

1. The Stud fee at time of booking
2. A container rental fee of \$250 if the container is not returned within 10 days
3. A \$250 shipping/delivery fee for each shipment after the first shipment.
4. A \$250 shipping/handling fee will be paid for each shipment should this agreement be reached as a result of the ATA Stallion Service Auction or any other stallion service auction.
5. Full stud fee shown below.
 - a. Hirtentanz \$3000 (special conditions apply)
 - b. Blitzlicht \$1000
 - c. Ryan P G KD \$1000
6. For shipments outside the United States the following charges will apply:
 - a. Canada \$500, plus regulatory charges, \$250 container deposit

- b. A/O Contact Gerard Geling at
info@hengststation-geling.de,

The above conditions must be met for the live foal guarantee to be in effect, with the exception of a stud fee for any successful stallion service contract participant.

The mare owner assumes all responsibility for the condition of the mare and bears all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold the stallion owner (or any persons employed by or associated with the stallion owner) harmless for any and all damages associated with the fulfillment of this contract.

This contract is assignable only by and with written permission of the stallion owner.

The mare owner understands that (by signing this contract and making payment) should the chosen stallion die, be sold by the owner or become unfit for service before fulfilling, this contract shall be terminated and unused funds will be returned to mare owner. However, should these events occur the stallion owner, at his discretion, may substitute a stallion. If the mare dies or becomes unfit to breed, the mare owner may substitute a mare, but only with the written permission of the stallion owner.

If the mare owner expects to register the offspring born as a result of a breeding from this agreement, the mare owner agrees to handle all the offspring owner requirements of the American Trakehner Association or any other breed association including fees, paper work and blood typing

Please sign and return two copies. This agreement is the entire agreement between stallion owner and mare owner and may be amended only by written and initialed changes to this agreement.

<u>Mare</u>	-	<u>Breed</u>	-	<u>Registration #</u>	-
<u>Sire</u>	-	<u>Dam:</u>	-	<u>Dam Sire</u>	-
<u>Mare Owner's Signature</u>	-			<u>Print Name</u>	-
<u>Home Address</u>	-			<u>Date</u>	-
	-			<u>Email Address</u>	-
<u>Phone #</u>	-	<u>Cell Phone #</u>	-	<u>Fax #</u>	-
<u>Address to which semen will be shipped</u>	-				
	-	<u>Phone #</u>	-	<u>Closest Airport</u>	-

Stallion owner
signature:

Date