

KHOWHORSES

Khalculated Rhisk+ AWWA Breeding Contract 2023 Breeding Season

Stallion Name: Khalculated Rhisk+ **Registration #:** AHR*665915

Mare Name:Registration #:Mare's date of birth:Breed:Mare to be bred during the approximate month of:

year 2023

This agreement datedis between Khottonwood Khowhorses, MicheleAlbert, Owner (hereinafter referred to as "BREEDER") andMare Owner - Name (hereinafter referred to as "CLIENT"):Address:City:State/ProvinceContact Phone:Email:

BREEDING SEASON:

Cooled, shipped semen from this stallion will only be available March – August 2023. Frozen semen is available year-round.

BREEDING FEE:

Shipping fees and collection fees must be paid by the CLIENT before semen is shipped. The breeding fee for Khalculated Rhisk+ for the 2023 breeding season is \$1500.00 and is payable in accordance with the AWWA Stallion Auction Rules.

All shipping and collection fees are paid by the CLIENT directly to the veterinary clinic BEFORE semen is shipped.



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SHIPPING COSTS:

All shipping and collection costs are payable by the CLIENT directly to the veterinary clinic that handles the collection. Veterinary clinic information will be given to the CLIENT once the BREEDER receives a signed contract and breeding dates are determined. The veterinary clinic handles the shipping in the US and to Canada.

SHIPPED SEMEN:

Shipping and handling fees are due in advance. Semen will not be shipped if fee is not paid.

CLIENT must contact BREEDER to arrange collection days. Please note that the CLIENT must contact and give the OWNER 24 hours notice for the collection of semen.

The BREEDER warrants that at the time of shipment the semen will be checked by a licensed veterinarian for viability and one dose of industry standard cells with appropriate information concerning progressive motility numbers at time of dispatch will be sent to the mare for breeding. The BREEDER is not responsible for the inappropriate handling, untimely delivery or condition of the cooled-shipped semen once shipped. The BREEDER agrees to diligently try and settle the above-named mare, if however, the mare does not settle, the BREEDER will be held harmless. CLIENT agrees to assume responsibility for all facets of breeding the mare and agrees to use all semen provided by this agreement solely to breed the mare named above. Any attempt to use any portion of any semen shipped to breed another mare shall automatically terminate all obligations of this agreement and result in forfeiture of all associated breeding fees.

If after a breeding attempt of 3 cycles, a pregnancy has not been achieved, the CLIENT may:

- 1. Continue breeding. CLIENT will be charged collection and shipping fees each time
- 2. Substitute an approved mare and continue breeding. CLIENT will be charged collection and shipping fees.
- 3. Choose to carry the breeding over to the following year. No rebreeding fee will be charged per AWWA requirements, but collection and shipping fees still apply. This breeding is not transferable to another person and must be used for the 2023 or 2024 breeding season unless other arrangements are agreed to by both parties.



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Should the above-named mare die prior to foaling, the CLIENT may substitute another mare, to be used in the following season only, if it is agreed to by the BREEDER. No rebreeding fee will be applied per AWWA requirements. If the CLIENT does not have another mare for breeding, other terms can be agreed upon by both parties.

CLIENT agrees to provide the following to the BREEDER:

- 1. A picture of the mare and a copy of the mare's registration papers along with the signed contract. If the mare is being leased, a copy of the Lease Agreement is required.
- 2. Copy of mare's genetic test results including CA, SCID, LFS, OAAM and preferably PSSMI results.
- 3. Health Certificate signed by a licensed veterinarian, certifying that the mare is in good physical and breeding sound condition, free from infectious disease, and current on required vaccinations prior to breeding
- Results of pregnancy exam within 30 days of insemination. ALL items listed in #1-3 must be received by BREEDER prior to first shipment of semen. No semen will be shipped without receipt of all listed items.

LIVE FOAL GUARANTEE:

If for any reason a serviced mare does not produce a "live foal", defined as a foal born alive, which lives at least 72 hrs and is able to stand and nurse without assistance, the BREEDER guarantees to provide a return breeding the following year only, provided proper notification is given. Proper notification will be defined as follows: Written certification to the BREEDER by a licensed veterinarian within seven days of the loss that mare produced a non-viable foal. CLIENT certifies that such loss or death did not result from any act or omission of the CLIENT. No rebreeding fee will apply per AWWA requirements, but collection and shipping fees remain applicable.



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REGISTRATION OF FOAL

It is the responsibility of the CLIENT to register the resultant foal. By signing this breeding contract, the CLIENT agrees to register resultant foal with the Arabian Horse Registry or CAHR by 2 years of age. BREEDER agrees to provide all required breeding certificates for registration upon notification of birth of a viable foal.

MULTIPLE FOALS

This agreement and outlined fees are for one foal for this breeding season from this mare. Should more than one embryo or viable foal result from a breeding, CLIENT shall pay an additional breeding fee within 60 days of confirmed foal for each additional embryo or foal. No breeding certificate for any foal will be issued without additional payment.

DEATH/RESALE OF THE STALLION:

If the stallion dies, or is unfit to re-service the mare, monies paid to the BREEDER for the stud fee will be reimbursed to the CLIENT. If the stallion is sold, all signed breeding contracts will be honored.

This agreement shall be construed in accordance with the laws of the State of Wyoming and will inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the Parties. Client irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Wyoming and to Laramie County in particular. All venue objections are waived. Should BREEDER resort to legal action to enforce the agreement, BREEDER shall be entitled to all legal fees, cost and expenses should a dispute arise between the parties.

This agreement represents ad constitutes the entire agreement between BREEDER and CLIENT. This agreement shall not be altered unless in writing and accompanied by the signatures of both parties. The parties signing below represent that each is fully authorized to execute this agreement.



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By signing this contract, the CLIENT attests that he/she has read and accepts all provisions of the contract. The CLIENT also understands and agrees that all fees paid are NON-REFUNDABLE.

CLIENT X

Signature

CLIENT NAME - PLEASE PRINT

BREEDER

Date

Date

Signature

Khottonwood Khowhorses 1811 Road 124 Cheyenne, WY 82009 307-631-8188