Kiesner Training Breeding Contract
3418 Miser Station Rd. Louisville, TN. 37777
Ashton's cell: 865-556-0412, ashton@kiesnertraining.com

BREEDING CONTRACT STALLION SERVICE FOR TRANSPORTED SEMEN

Stallion Name: Afires Heir Registration #:0603627 Foaled: 7/2/02
Mare Name: _____
Registration#:_____
Mare's date of birth _____Breed: _____
Today's Date: _____
Mare to be bred during the 2027 (year) breeding season and the mare being bred must be approved by Kiesner Training.

THIS BREEDING MUST BE USED BY THE END OF THE 2028 BREEDING SEASON.

This Agreement is between Kiesner Training, hereinafter referred to as "KT" and;

_____
Name (hereinafter referred to as "Client")

_____
Ranch Name

_____
Address Email Address

_____ _____ _____
City State Zip

_____ _____
Phone Work Phone

_____ _____
Client's Veterinarian Veterinarian Phone

_____ _____ _____

Address City/State Zip

Breeding Fee: $4000.00 is payable as follows: a non-refundable breeding deposit of $500.00 will be paid in advance to reserve the breeding, and the non-refundable balance will be paid before semen is shipped unless other arrangements have been made with KT.

Equitainer Fees: Client is responsible for the shipping charges for the delivery of the equitainer and for the return of the equitainer to KT.

Special conditions of this Agreement:_____

This breeding is not transferable to another person and must be used for the breeding season specified in this contract. (Mare can be substituted with KT approval). Should the breeding be held over for any reason, all customary fees shall apply, PLUS an additional administrative and handling fee of $500.00 is to be paid to KT prior to the re-breeding of the Mare.

Lab Fee and Deposits: A Lab fee for fresh semen collection or ICSI aspiration of $400.00 per Mare bred will be due prior to semen shipment. Additional shipments/aspiration thereafter will also be $400.00 per shipment/aspiration (Collection/Aspiration Fee is subject to change). A $200 fertilization fee for ICSI will be charged for each embryo fertilization.

Equitainer Liability: If KT equitainer is not returned to KT within 7 working days from Client's receipt of said equitainer, Client's account will be charged $15.00 per day late fee. If the equitainer is not returned to KT within a three (3) week period, Client will be charged $500.00.

Transportation Fees: All overnight express shipping fees for the shipment of equitainers will be charged to Client and due upon receipt. FedEx Fee is $300.00 (shipping charges may vary). Mare owner may provide a credit card or FedEx number for shipping. A 10% late charge will be added after 30 days. If it is necessary to ship semen counter-to-counter via Delta Dash, the Client will be charged an airport courier fee of $300.00/shipment in addition to the cost of the airline ticket (usually not more than $100.00). All flights depart out of McGee Tyson Airport, Knoxville,

TN. (TYS). (Airport Courier fee is subject to change).

Successful Pregnancy: It is understood by both the Client and KT that final responsibility of a successful pregnancy, using transported semen, lies with the client and his/her veterinarian. However, in the spirit of achieving a successful pregnancy, KT will offer all of its combined expertise and the following options. If, after breeding through three (3) heat cycles, the Mare fails to conceive, the client shall have the reproductive status of the Mare reevaluated and consult with KT and jointly decide to:

a.) Continue breeding.

b.) Select a substitute Mare and continue breeding: or

c.) If, after a continuous breeding attempt, a successful pregnancy has not been achieved by October 1, the Client may choose to carry the breeding over to the following year. An additional administrative and handling fee of $500.00 shall apply.

d.) Client may ship the Mare to KT for reproductive analysis and continue breeding at the KT farm.

If Client discontinues breeding and does NOT exercise any of the above options, all fees and deposits previously paid will be forfeited by Client to KT. There will be no cash refunds and all re-breed rights will be forfeited.

Live Foal Guarantee: Should the Mare abort or the foal fail to stand and nurse, it is the responsibility of the client to inform KT in writing, certified by a veterinarian, within ten days of the event. In either case KT agrees to re-breed the Mare as soon as she is fit. There will be no additional breeding fee for a re-breed, but all other transported semen fees, including administrative and handling fees will apply. The Client agrees to keep said Mare in good physical condition throughout her pregnancy, vaccinate for Rhinoneumontis at 5, 7 and 9 months of pregnancy and de-worm regularly. If these normal health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited. Any deviation from these procedures could result in forfeiture of all breeding fees paid, and the right to a signed Stallion Service Certificate for Client's foal. Furthermore, any attempt to obtain a pregnancy with the transported semen in any Mare, other than the Mare described in this contract, will result in the same forfeiture.

Conditions of Service Contract: The Client understands and accepts the terms of this Agreement. The Client understands that certain fees must be paid BEFORE semen will be transported, as outlined in this Agreement. The Client understands that the Stallion Service Contract must be signed and returned BEFORE semen

is shipped. The Client understands that the Mare must be examined by a veterinarian using ultra-sound scan at 16-20 days post-breeding. At this time if Mare is in foal, Client must alert KT of the situation and schedule a second ultrasound scan for 32-35 days post-breeding and a palpation between 50-55 days post-breeding to status at the first ultra-sound scan. If Mare is not in foal, Client must contact KT immediately so we know your Mare will be needing semen. The Client understands that it is essential to call the Breeding Manager at KT at the beginning of the Mare(s) heat cycle, so that KT may advise the Client of the days in which the stallion will be collected.

Requests for semen shipment must be made by 10:00 a.m. eastern or sooner on the day semen is to be shipped. KT requests you try and give 24 hour notice. KT only collects semen Monday, Wednesday and Friday. KT may refuse to ship semen to Client, at any time, if these procedures are not followed.

Important: Client understands that this breeding must initially be used within the current breeding year (from the date the breeding is booked.) If a pregnancy does not occur within the current breeding year, in the following year, the client may:
a.) Continue breeding.
b.) Select a substitute Mare and continue breeding with KT approval: or
If the breeding is carried over to the following year. An additional administrative and handling fee of $500.00 shall apply unless otherwise authorized by KT.

If the breeding is not initially used within the year purchased, Client will forfeit all rights to the breeding. All monies paid to KT for the breeding are nonrefundable. Extensions of time may be granted to Client under special circumstances.

Freezing of fresh semen or embryos: Written permission is required if you wish to freeze fresh semen or freeze embryos. Notification to Kiesner Training (in writing) is required each time a frozen embryo is implanted or frozen semen is used.

Release of Liability: Client fully understands, authorizes and assumes the special risks inherent in breeding Arabian Horses with the use of transported semen. Client also understands the risk of failure due to many variables and unknown causes and shall hold Kiesner Training and stallion owner harmless from any losses suffered due to any unsuccessful attempt at conception. Client further

understands that the costs of such setbacks are considered part of the “normal risk and cost of doing business and breeding Arabian Horses” and shall further hold Kiesner Training and stallion owner harmless from any such claims whether ordinary, special, incidental or consequential. This Stallion Service Contract for breeding by transported semen may not be assigned or transferred to another person, or to another Mare without the written consent of Kiesner Training.

Payment Agreement: Client agrees to pay all fees specified in the Stallion Service Contract. Payment in excess of 10 days late will be subject to a $15.00 daily late charge. Clients whose payments are in excess of 30 days past due shall be in breach of contract. Upon said breach of contract by Client, KT shall cease all further services, and retain all funds received to date as liquidated damages. Said damages will included costs of collection, bookkeeping, lost interest, and such other damages.

Contract Nullification: It is understood that should the Stallion die or become unfit for service and the Mare does not produce a foal, this contract shall become null and void, in which case, monies paid shall not be refunded. Furthermore, in the event the Stallion dies or becomes unfit for service; frozen semen will not be made available to fulfill this contract.

Breach of Contract: Should one party breach this contract for transported semen, the breaching party shall be responsible for all attorney’s fees and their expenses related to such breach.

Lien: Client grants to KT a lien upon and security interest in any foal produced by a breeding at KT to secure all obligations and amounts due or any contract with KT or its affiliates. KT may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it is believed that the foal is kept, or in which the Client resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If at any time, the Client’s balance is unpaid for thirty (30) days or more, or Client is otherwise in default of this or any other contract with KT or any of its affiliates, KT may withhold the Transported Semen Stallion Service Certificate that is required for registering the foal.

Acceptance: This contract for transported semen is not effective until approved and executed by KT, who reserves the right to reject any Mare at is sole discretion.

Venue: The terms of this contract and disputes developing there under shall be enforced and construed in accordance with the laws of the state and county wherein KT is located, and the undersigned hereby submits themselves to the jurisdiction of the courts where KT is located.

_____ _____

Client signature Date

_____ _____

Kiesner Training (Agent) Date

Kiesner Training 3418 Miser Station Rd. Louisville, TN 37777 Barn:865-984-5245 Ashton's cell: 865-556-0412 Fax: 865-984-5246 Ashton@kiesnertraining.com

SUMMARY SHEET- AFIRES HEIR

1. Complete breeding contract.
2. Send contract, Stallion's $4000.00 breeding fee in full, $400.00 fee (per Mare) for Transported Semen or ICSI Aspiration (collection/aspiration fee) to Kiesner Training. Make checks payable to Kiesner Training, Inc. (No semen will be shipped unless the above fees have been paid and agreements have been signed and returned.)
3. Should breeding on more than one cycle be required, additional shipments/ ICSI aspirations will be made at a fee of $400.00 fee for Transported Semen/ICSI Aspiration (Collection/Aspiration Fee) for each shipment/ aspiration.
4. A $200 fertilization fee for ICSI will be charged for each embryo fertilization.
5. FedEx or airfare shipping costs to be paid by Mare owner's credit card or prearranged personal check:
    a. FedEx Fee is estimated at $250.00 or if FedEx First over Night is requested, it will be billed at $300.00 to OH,IL, TX and $400 to CA and WA.
    b. These fees may fluctuate based on current shipping fees (or Mare owner may provide a credit card or FedEx number for shipping).
    c. Counter-to-counter via Delta Dash – same day service where provided: Cost is $300.00 courier fee plus the cost of the airline ticket (usually not more than $100.00)
6. Notify Ashton Kiesner (865) 556-0412 when you wish to receive your shipment of semen (and where to ship it). Remember 24 hour notification is

appreciated, collections are Monday, Wednesday and Fridays only.

7. Return equitainer and contents (within 7 business days) to Kiesner Training. 3418 Miser Station Rd. Louisville, TN. 37777. If not returned, late fees will apply.
8. Written permission is required if you wish to freeze fresh semen or freeze embryos. Please notify Kiesner Training (in writing) each time a frozen embryo is implanted or frozen semen is used.
9. Please notify Kiesner Training when your Mare is checked in foal. Via email: ashton@kiesnertraining.com

Note: Transported Semen/ICSI Aspiration (Collection/Aspiration Fee), FedEx shipping costs and airport counter-to-counter courier fees are subject to change.

Breeding Contract as of 12/17/2024