

FRESH COOLED BREEDING CONTRACT

with Live Foal Guarantee

Malteso Arenas · PRE Stallion at Stud · Celina, Texas
LG ANCCE UELN 724015130297859

1. The agreement

This Fresh Cooled Breeding Contract with Live Foal Guarantee is entered into between K Equestrian ("Stallion Owner") and the mare owner named on this booking ("Mare Owner"), for one breeding to the Pura Raza Española stallion Malteso Arenas, LG ANCCE UELN 724015130297859.

This contract becomes binding when Mare Owner signs it and the booking fee is received.

2. Stud fee and payment

- The total stud fee is \$2,400. This includes the Live Foal Guarantee.
- A booking fee of \$400 is due at the time of booking. The booking fee is non-refundable and is applied toward the total stud fee.
- The remaining balance of \$2,000 is due in full before the first semen shipment. Semen will not be shipped until the balance is paid.
- Card processing fees are calculated at checkout, displayed before payment, and paid by Mare Owner. Stallion Owner adds no markup.
- All amounts are in US dollars.

3. Booking and scheduling

- Breeding is available year-round, subject to stallion availability.
- A booking is confirmed only when both the signed contract and the booking fee have been received.
- Semen orders must be placed no later than the business day before the requested collection date.
- Stallion Owner will make reasonable efforts to accommodate the mare's cycle but does not guarantee availability on any specific date.
- Stallion Owner is not liable for shipping delays, courier failures, or other circumstances outside its control.

4. Collection and shipping

- Fresh cooled semen is shipped overnight to the licensed veterinarian named by Mare Owner. Semen is not shipped to private addresses.
- Semen must be administered by a licensed veterinarian.
- Mare Owner is responsible for all shipping, collection, and veterinary costs.
- Shipping containers remain the property of Stallion Owner and must be returned within 48 hours of delivery at Mare Owner's expense.
- Semen is contracted for the mare named on this booking only. It may not be used on any other mare and is not transferable.

5. Conception re-breed

If the mare does not conceive. If the mare is not confirmed pregnant on a veterinary ultrasound performed at approximately sixteen (16) days after insemination, Mare Owner is entitled to one additional breeding to Malteso Arenas at no additional stud fee.

- The re-breed must be requested within twelve (12) months of the original booking.
- The re-breed applies to the same mare and is subject to stallion availability.
- Shipping, collection, and veterinary costs for the re-breed are the responsibility of Mare Owner.
- Veterinary documentation of the negative pregnancy check must be provided.

6. Live foal guarantee

If the mare conceives but does not produce a live foal, Mare Owner is entitled to one additional breeding to Malteso Arenas at no additional stud fee.

A live foal is a foal that lives at least 48 hours after birth. The guarantee is satisfied by a re-breed only. No portion of the stud fee, booking fee, collection, or shipping cost is refunded under any circumstance.

- The re-breed applies to the same mare named on this booking.
- The re-breed must be used in the breeding year immediately following the loss, and is subject to stallion availability.
- Shipping, collection, and veterinary costs for the re-breed are the responsibility of Mare Owner.
- This guarantee entitles Mare Owner to one live foal. Once a live foal is produced from the contracted mare, the guarantee is satisfied and closed.

7. Keeping the guarantee valid

The Live Foal Guarantee depends on the following two requirements. They apply only to this contract and are not required on a standard fresh cooled booking.

- Pregnancy check — the mare must be checked for pregnancy by a licensed veterinarian and the result recorded on the Mare Breeding Report.
- Mare Breeding Report — a completed report, signed by the attending veterinarian, must be received by Stallion Owner within 30 days of foaling.

If the Mare Breeding Report is not received by the deadline, the Live Foal Guarantee is void. No portion of the stud fee is refunded in that event.

If the mare was not bred in a given season and the contract remains open, submit the report with the “not bred this season” box checked. This keeps the guarantee active.

8. Reporting a loss

Loss of a foal or of the pregnancy must be reported to Stallion Owner in writing within 48 hours, with veterinary documentation. The completed Mare Breeding Report follows within 30 days of foaling.

9. The mare

- Mare Owner represents that the mare is in sound reproductive health and suitable for breeding.
- Stallion Owner reserves the right to decline any mare at its sole discretion. If a mare is declined before semen ships, the booking fee is refunded in full.
- Substituting a different mare is permitted only with prior written consent from Stallion Owner.
- If the mare is sold after breeding, this contract and any unused re-breed do not transfer to the new owner.

10. One foal per contract

This contract entitles Mare Owner to one foal from the contracted mare. Freezing of embryos is not permitted. If more than one embryo is recovered from a contracted breeding, the Live Foal Guarantee is satisfied by the first live foal produced, and each additional foal requires a separate contract and stud fee. The number of embryos recovered must be recorded on the Mare Breeding Report.

11. Registration

K Equestrian will provide an insemination certificate (Mare Breeding Passport) for use by the attending veterinarian. The certificate must be returned to K Equestrian upon completion.

Mare Owner is responsible for ascertaining registry requirements for the use of cooled semen, and for any fees associated with the subsequent registration of foals conceived under this contract.

Mare Owner is responsible for any and all mare breeding surcharges required by any registry. K Equestrian does not pay mare surcharges imposed by any registry.

12. If the stallion becomes unavailable

If Malteso Arenas dies, becomes infertile, or is otherwise unable to breed before semen has been shipped under this contract, all fees paid — including the booking fee — are refunded in full. Stallion Owner has no further liability.

Once semen has been shipped under this contract, Stallion Owner has performed. If Malteso Arenas subsequently dies, becomes infertile, or is otherwise unable to breed, no refund is due and any unused re-breed is forfeited.

13. Liability

- Mare Owner assumes all risk and liability for the mare and any resulting foal.
- Stallion Owner is not responsible for failure to conceive due to mare-side reproductive issues.
- Stallion Owner makes no guarantee of conception or of a live foal except as set out in sections 5 and 6.
- Stallion Owner's total liability under this contract will not exceed the total fees paid by Mare Owner.
- Stallion Owner is not liable for indirect or consequential losses, including loss of a breeding season.

14. Governing law

This contract is governed by and construed in accordance with the laws of the State of Texas. Any dispute arising under it will be resolved in the appropriate courts of Texas.

15. Acknowledgment

By signing below, Mare Owner confirms that they have read and agree to these terms, that the booking fee is non-refundable, that shipping and veterinary costs are their responsibility, and that the Live Foal Guarantee is void if the Mare Breeding Report requirement in section 7 is not met.