

BREEDING CONTRACT

1. Mare Owner (hereinafter referred as "Owner") hereby confirms a reservation for semen (hereinafter "Live Semen") from the stallion Lodestar (hereinafter "Stallion") for the year _____, so long as the Stallion is alive, fit to breed, and owned by Chris Ksionek.
2. Owner agrees to deliver copy of mare's registration papers or Coggins showing mares identifying marks.
3. As a condition precedent, should Lodestar die, become unfit for service or be sold, the stud fee paid will be refunded. Upon refund of the stud fees, Mare owner and Stallion owner will be released from the agreement and it will then be null and void.
 - a. A non-refundable stud fee of \$_____ is due before delivery of semen. This includes the fee paid to NA/WPN to verify the breeding and the booking fee.
 - b. A non-refundable booking fee of \$250.00 payable to Chris Ksionek must be returned with this contract.
 - c. All the transportation costs for the semen shall be the responsibility of the Owner. Owner shall pay any and all permit fees if required for shipments outside of the United States. The container must be returned within one week of breeding or a penalty of \$30.00 will be charged.
 - d. Chris Ksionek shall pay for semen collection charges for the first two shipments of semen. In the event more shipments of semen are required under this contract, the Mare owner shall pay the additional semen collection charges. The additional collection charges will be waived if the owner is available to collect the semen otherwise the prevailing vet charge will occur.
4. Chris Ksionek guarantees to Owner only the delivery of live semen from the stallion in viable condition. Stallion owner assumes no responsibility for loss of semen viability or associated expenses due to any delay in shipment, delay in airline schedules, delay in courier services, or other circumstances beyond Stallion owner's control. Owner shall try to notify Chris Ksionek at least two weeks prior to the period in which it intends to breed the mare of the time and place of delivery of the live semen.
5. It is strongly suggested that Owner have current negative uterine cultures of their mare. A veterinarian should administer semen on the day of delivery or the Stallion owner shall be considered to have fulfilled the contractual obligations.
6. Chris Ksionek guarantees free return breeding privileges for the same mare if, after examination by licensed veterinarian, the Mare is found to be barren at 55 days after the last day bred. In the event a licensed veterinarian determines that, for any reason, the Mare is unable to conceive, the Owner shall substitute another mare for breeding and shall be entitled to the same privileges as that afforded the original mare, pursuant to all the terms and conditions of this contract.
7. In the event that the Mare conceives, but does not produce a live foal that stands and sucks, the Owner shall be entitled to a return breeding. This entitlement to

a return breeding shall apply only in the event that Owner has notified Chris Ksionek, in writing, by mail return receipt requested, within 10 days of the foal's death. A certificate from a licensed veterinarian, certifying to the details of the foal's death, must be delivered to Chris Ksionek within 10 days of the foal's death.

8. It is agreed and understood that Chris Ksionek neither assumes or bears any responsibility for the condition of the Mare, nor shall it bear any risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, or by any cause whatsoever, and Owner shall save, defend and hold Chris Ksionek free and harmless therefrom.
9. This contract is not transferable or assignable. In the event the Mare is sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall not be valid. Embryo transplants are also prohibited without written permission from the Stallion owner. The contract is valid for three years.
10. Mare owner understands that during periods of greatest demand, there may be days when semen availability is limited and semen delivery may therefore be delayed.
11. Stallion owner reserves the right to suspend semen collections from Lodestar during periods when he is competing. Mare owner understands that Lodestar may be competing during the breeding season and therefore there may be days when semen is not available. It should be understood that the Stallion owner is a full time professional and therefore there may be days when semen collection is difficult. However, all efforts will be made to delivery semen upon request.
12. Chris Ksionek may, at her own discretion, approve or reject sale of semen prior to the signing of this agreement.
13. Owner represents and agrees:

Mare's Name _____ Reg. No. _____
Breed _____ Age _____
Maiden _____ Barren _____ Foaling _____ FoalingDate _____
Sire _____ Dam _____

Owner's Name _____ Owner's Vet. _____

Address _____ Address _____
Telephone No: _____ Telephone No: _____

Executed on this _____ day of _____

Owner signature: _____