

KLEIO ARABIANS, LLC

1200 Kleio Drive
Goode, VA 24556
215-805-1459



KLA AIZAAN SHAHEEN FROZEN SEMEN BREEDING AGREEMENT

THIS BREEDING AGREEMENT is made this _____ day of _____, 20____, by and between

Name: _____

Address: _____

Phone: _____

Email: _____

Hereinafter referred to as "Mare Owner" and Kleio Arabians LLC ("Stallion Owner").

WHEREAS, the Stallion **KLA Aizaan Shaheen** AHR **#676481** ("Stallion"), is owned by Kleio Arabians LLC, ("Stallion Owner"), and WHEREAS, the Mare Owner, on reliance of the conditions and undertakings contained in this Breeding Agreement, will be entitled to rebreed booking for Stallion's servicing of Mare (as defined below) during the 2026 season:

1. MARE: Mare Owner has legal right in the following described Mare, including the right to breed the

Mare to the Stallion: Mare (registered name): _____ AHR#: _____

Owner (as recorded on registration papers): _____

2. BREEDING:
 - a. The Breeding Fee of REBREED \$0.00 is payable upon signing this Agreement.
 - b. The Breeding is NON-TRANSFERABLE and NON-SALEABLE.
 - c. All Amounts paid by the Mare Owner shall be non-refundable upon shipment of semen.
 - d. This rebreeding right shall be valid only for the 2026 breeding season and only for the breeding that was utilized in the 2025 season. Substitution of a different Mare than the Mare named in this Agreement must be approved by Stallion Owner.
3. ADDITIONAL FEES: These fees are in addition to any above fee and must be paid in full prior to shipment:
 - a. Rood and Riddle prep and equitainer fee usual and customary but not less than \$235.17,
 - b. Shipping Fee/costs at time of shipping:
 - i. Federal Express cost
 - ii. Counter to Counter Shipment
 - iii. Airport Courier Fee (for all Counter to Counter Shipments)
 - iv. Mare Owner may provide their own FedEx account number: _____
 - c. Equitainer Late Fee – Mare Owner agrees to return equitainer to Rood and Riddle. A fee of \$25.00 per day may be charged to Mare Owner for failure to return equitainer promptly. Mare owner accepts all liability for loss or damage to said container.
 - d. Equitainer Replacement Fee- \$400.00 due only for damaged or lost equitainer.

Mare Owner Initial _____

*Contract expires without execution 30 days from issue date listed on page 1.

4. AVAILABILITY OF SEMEN:

- a. Frozen semen resides at
Rood and Riddle Equine Hospital, PSC
2150 Georgetown Road
PO Box 12070
Lexington KY 40580
Direct telephone number: 859-280-3416
- b. Rood and Riddle ships Monday, Tuesday, Wednesday and Thursday. Rood and Riddle reserves the right to not transport semen on holidays
- c. The current breeding season ends August 1, 2026. Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of the Stallion Owner.
- d. Mare Owner shall make semen requests to Rood and Riddle at least 24 hours prior to shipment.
- e. Stallion Owner via Rood and Riddle shall provide frozen semen from Stallion to Mare Owner and makes no other guarantee of the condition of the semen once it leaves Rood and Riddle Equine Hospital Facilities.
- f. Frozen semen shall be available for purpose of semen transport only if the quantity requested for transport is on hand.
- g. Mare Owner expressly acknowledges that all orders for semen are subject to delay.
- h. Mare Owner agrees that Stallion Owner may, at its sole discretion, show or promote the Stallion during the normal breeding season.
- i. Semen is shipped on the understanding that it is to be used solely to breed the Mare named in this Agreement, any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than said Mare shall automatically terminate all obligations of Stallion Owner. This is including but not limited to re-breeding rights, right to additional semen, and the responsibility to register any offspring produced by the use of semen, including the original intended foal. All of the Mare Owner's rights provided by this Agreement shall be forfeited and the Mare Owner shall be liable for the amount up to the cost for breeding for every unapproved mare inseminated whether a foal is produced or not.
- j. Stallion Owner reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Upon detection of Mare carrying an infectious/contagious disease, or for any other applicable reason, Stallion Owner reserves the right to discontinue service to Mare. In such event, the Mare Owner is obligated to substitute another mare to fulfill the terms of this Agreement.

5. APPLICABLE LAW, JURISDICTION AND ATTORNEY FEES: The terms and conditions in this agreement shall apply to and bind the parties stated herein. This contract shall be construed and governed by the laws of Virginia. The Virginia courts shall have exclusive jurisdiction to hear and determine all suits, actions, or proceedings and to settle all disputes arising in connection with this agreement and for such purposes, each party irrevocably submits to the exclusive jurisdiction of the Virginia courts.
6. LIMITATION OF LIABILITY AND INDEMNIFICATION, REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART. STALLION OWNER AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, VETERINARIANS, and FARRIERS SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH, OR INJURY SUFFERED, nor for any other loss, damages, or injury arising out of or connected with breeding, or other services pursuant to this Contract, except as required by law. Mare Owner fully understands, authorizes, and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely the Mare Owner's responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY, OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall Mare Owner's remedy exceed the amount paid for the service complained of. Stallion Owner shall also not be held liable for any personal injury disability, which the Mare Owner or its agents, representatives, or family may receive while on farm premises. Mare Owner agrees to indemnify and hold Stallion Owner harmless for, from, and against any claims, damages, illness or injury caused or suffered by the Mare, and from any claim by a buyer of the mare, and Mare Owner agrees to pay all expenses and attorney's fees incurred by Stallion Owner in defending any such claim.
7. ENTIRE AGREEMENT AND SEVERABILITY: The terms and conditions of this agreement represent the entire agreement between the parties with respect to the subject matter of this agreement and supersedes any prior understanding of any kind preceding the date of this agreement. Mare Owner may not assign any right or delegate any duties under this Agreement without the written

Mare Owner Initial_____

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consent of Stallion Owner, which may be withheld on Stallion Owner's discretion. This agreement may not be amended or varied unless it is in writing and signed by both parties. This Agreement is non-saleable and non-transferable.

8. THE MARE OWNER HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Mare Owner Signature _____

Mare Owner Printed Name _____

Date _____

Stallion Owner Signature _____

Stallion Owner Printed Name _____

Date _____

Mare Owner Initial _____

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