

COOLED TRANSPORTED SEMEN CONTRACT

FEE SCHEDULE:	1st shipment	Freight (approx \$50.00) plus \$30 container
	2nd shipment	\$100.00 Collection plus freight & container
	Courier fee	\$ 50.00 (for counter to counter or delivery to Fed Ex/UPS if past pick up times)
	Counter to Counter Shipping will be amount charged by airline	

I hereby agree on _____, 20__ to breed the mare, _____,
(Registration # _____ - Year Foaled: _____ - Breed: _____) to the Stallion, POCO DOT LENA,
(Registration #3452443); using cooled transported semen for the 20__ season. The Stallion Fee is \$1,500.00. This includes a non-refundable booking fee of \$250.00 payable with this contract.

1. The Stallion Fee stated above includes a non-refundable booking fee which shall be payable to K&L ENTERPRISES OF RANDOLPH, LLC upon execution of this contract. The balance of the stallion fee shall be payable a minimum of ten (10) days before semen will be shipped.
2. Reservations for transported semen: A request for cooled transported semen should be made 24 hours in advance to K&L ENTERPRISES OF RANDOLPH, LLC in Asheboro, NC (336)625-4567/(336)302-7818. Cancellation must be made by 7:00 am on the shipping day to avoid charges. All requests for semen shipments shall be filled as received subject to availability of POCO DOT LENA semen and approval of K&L Enterprises of Randolph, LLC. If there is insufficient semen to fill all orders on a given day, K&L ENTERPRISES OF RANDOLPH, LLC will determine which orders will be filled. This decision will be based on information provided by the purchaser's veterinarian.
3. Conditions: Stallion service will be provided to only healthy mares in sound breeding condition, determined by a veterinarian. There will be a maximum of four (4) shipments of semen. In the event the mare does not conceive on the fourth shipment, it will be at the discretion of K&L ENTERPRISES OF RANDOLPH, LLC to decide to ship semen or service the mare at the breeding farm.
4. Return of Service: Purchaser shall not be entitled to a refund of fees. Live Foal Guarantee: Live foal means the foal shall stand and nurse. Mare Owner agrees that stallion owner and/or manager does not make any guarantees as to the quality or conformation of the foal, nor that the foal will be free of any infirmity, conformation defect, disease or inherited trait. It is understood that if the mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed the following year only, provided proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven (7) days that the mare has slipped or produced a non-viable foal. Mare owner certifies that such abortion or death did not result from any act or omission of the Owner subsequent to the mare being checked in foal. All rights of return to the stallion are subject to prepayment of applicable costs listed above.
5. Non Assignment: This agreement may not be transferred or assigned by the purchaser. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion unless agreed upon by the mare owner and Lowanda McDowell.
6. A breeder's certificate will be issued to the Mare Owner after all expenses have been paid in full and upon notification of birth of foal.
7. Warranty: K&L Enterprises of Randolph, LLC or Lowanda McDowell, are not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the stallions.
8. Governing Law: This contract shall be governed by the laws of the County of Randolph, State of North Carolina, and shall be binding upon the parties hereto and their personal representatives.
9. Address for shipment and one copy of registration papers, front and back, for the mare must accompany contract. Owner recorded on registration certificate will be recorded on the stallion breeding report.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Lowanda W. McDowell (Date)
1934 Old Humble Mill Road
Asheboro, NC 27205
336-625-4567 (office) 336-302-7818 (cell)

Signature of Mare Owner as listed on Reg Certificate (Date)
Address: _____
Phone: _____ Fax: _____