



Twisted K Ranch, LLC

Owned and operated by Kevin Segit & Krista Curpier

172 Burdick Road, Milford NY 13807

607-643-1790

Standing “Caps Smart Dude” at Myers Equine Center, LLC

Breeding Manager: Karen Myers

BREEDING CONTRACT FROZEN SEMEN

This contract dated this _____ day of _____, _____ is between _____ Herein referred to as Mare Owner(s) and Twisted K Ranch, LLC. Mare Owner has engaged one service to the stallion Caps Smart Dude AQHA # 5652379 (6 Panel Negative) for the mare _____ Reg No. _____ for the breeding season, beginning April 1st, 2025 and ending August 1st, 2025.

The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Twisted K Ranch, LLC upon execution of this contract:

1. **Fees:** The Mare Owner/Agent agrees to pay a breeding fee of \$1000.00 (USD).

This includes a \$250.00 (USD) NON-REFUNDABLE booking fee which is payable upon execution of this contract to Twisted K Ranch, LLC.

The balance of the stud fee \$750.00 (USD) is due prior to the first semen shipment payable to Twisted K Ranch, LLC.

Mail payment to:

Twisted K Ranch, LLC

172 Burdick Road Milford, NY 13807

Venmo & Paypal are also accepted.

2. **Shipment/ Collection Expenses:** All shipping/collection expenses are to be paid to Myers Equine Center, LLC prior to scheduling your first shipment. Myers Equine Center, LLC is payable in the amount of \$825.00 which includes collection and round trip shipping. A separate agreement is required to be put on the calendar at a first come first serve scheduling for the 2025 breeding season.

3. **Condition of Mare:** The Mare must be in good physical and sound breeding condition and free of infection, and, except for maiden mares, a negative intrauterine culture and cytology. The Mare Owner agrees to keep the Mare in good physical condition throughout pregnancy. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of frozen semen should perform the insemination. Twisted K Ranch, LLC may refuse to ship semen if it believes the insemination is not proper or the mare is not healthy. Twisted K Ranch, LLC reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen or upon a rebreed if the mare does not settle on the first breeding. The Mare Owner agrees to comply with all requirements concerning the use and handling of frozen semen.
5. **Frozen Semen Disclaimer:** Semen is shipped on a first call, first serve basis upon complete payment and return of both the Breeding Contract with Twisted K Ranch, LLC and the Frozen Semen Contract with Myers Equine Center, LLC. Twisted K Ranch, LLC makes no guarantee that frozen semen will be available for transportation on any specific day and it is important that communication is transparent two weeks prior to planned breeding. Twisted K Ranch, LLC makes no representation of warranties, expressed or implied, regarding the frozen semen delivered under this agreement, including and without limitation, representations, or warranties that the frozen semen will safely reach the insemination point without losing its integrity, quality, or other characteristics. Twisted K Ranch, LLC also shall not be responsible for delayed, lost, or mishandled deliveries.
6. **Billing:** All fees shall be paid in full before cooled semen is picked up or shipped. Semen will not be shipped to any mare unless a current credit card number, expiration date and 3 digit security code is on file with Twisted K Ranch, LLC and Myers Equine Center, LLC or a check is deposited and cleared. In the event there are any other fees incurred, monthly statements shall be mailed for service herein provided and are due and payable upon receipt. Statements not paid within 30 days will be subject to a finance charge.
7. **Breeders Certificate:** A "Breeders Certificate" will be issued upon notification of the birth of the foal, only after all fees are paid by the mare owner. Mare owners must submit confirmation of pregnancy by October 1st, 2025 so that breedings can be submitted.
8. **Live Foal Guarantee:** Confirmation of pregnancy by ultrasound starting at 14 days post ovulation continuing to the 45th day is REQUIRED TO MAINTAIN THE LIVE FOAL GUARANTEE. If ultrasound proof is unavailable, Mare Owner agrees to have the mare checked for pregnancy by a licensed veterinarian within 30 days of insemination. Mare Owner agrees to provide the results of the ultrasound(s)/pregnancy exam(s) to Twisted K Ranch, LLC no later than 30 days following the insemination.

A live foal is defined as a newborn foal which stands and nurses without assistance. Should a live foal not be produced from this breeding a rebreed will be honored for the following year with a rebreed fee of \$500.00 (USD). Rebreed privileges shall apply only if Twisted K Ranch, LLC is notified within seven days of birth of the foal, and Twisted K Ranch, LLC receives a veterinarian's statement confirming death.

Rebreed: If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Mare Owner is entitled to one rebreed during the 2025 season

and a second during the 2026 season (maximum of two rebreeds). Each rebreed is contracted for a fee of \$500.00 (USD) which does not include shipping and collection. Rebreed privileges shall apply only if Twisted K Ranch, LLC is notified within seven (7) days of an ultrasound confirming that the mare is not pregnant or receives a veterinarian's statement confirming abortion.

9. **Death of Mare:** If the mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the same owner and approved by the Stallion Owner may be bred without any additional breeding fee, but will be charged current collection and shipping fees. Transfers of fully paid breeding contracts to a new owner will be subject to a \$250.00 (USD) transfer fee payable to Twisted K Ranch, LLC.
 - A. **Death of Stallion:** The parties further agree that should the Stallion die or become unfit for breeding purposes, this contract shall become null and void and any money paid on the stallion fee, except for the NON-REFUNDABLE booking fee, shall be refunded to the Mare Owner.
 - B. **Non-Assignment:** Except with the prior written consent of Twisted K Ranch, LLC, Mare Owner may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.
 - C. **Indemnification:** Mare Owner agrees to indemnify, release, and hold harmless Twisted K Ranch, LLC, its agents, employees and assigns, from any and all claims, demands, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.
 - D. **Governing Law, Jurisdiction:** The terms of this Agreement shall be interpreted in accordance with the laws and regulations of the State of New York, and any dispute that might arise regarding the subject matter addressed herein shall be resolved in Otsego County, New York. Mare Owners hereby submits to and consents to personal and subject matter jurisdiction in the State of New York and venue in Otsego County. The parties hereby agree to first seek to resolve any disputes by mediation using a mediator familiar with both the applicable law and the customs and practices of the equine industry.

BREEDING CONTRACT FRESH COOLED SEMEN

This contract dated this _____ day of _____, _____ is between _____ Herein referred to as Mare Owner(s) and Twisted K Ranch, LLC. Mare Owner has engaged one service to the stallion Caps Smart Dude AQHA # 5652379 (6 Panel Negative) for the mare _____ Reg No. _____ for the breeding season, beginning April 1st, 2025 and ending August 1st, 2025.

The following conditions of service are mutually agreed between Mare Owner/Agent, named above and Twisted K Ranch, LLC upon execution of this contract:

Fees: The Mare Owner/Agent agrees to pay a breeding fee of **\$1000.00 (USD)**.

This includes a **\$250.00 (USD) NON-REFUNDABLE** booking fee which is payable upon execution of this contract to Twisted K Ranch, LLC.

The balance of the stud fee **\$750.00 (USD)** is due prior to the first semen shipment payable to Twisted K Ranch, LLC.

Mail payment to:

Twisted K Ranch, LLC

172 Burdick Road Milford, NY 13807

Venmo & Paypal are also accepted.

Shipment/ Collection Expenses: All shipping/collection expenses are to be paid to Myers Equine Center, LLC prior to scheduling your first shipment. Myers Equine Center, LLC is payable in the amount of \$475.00 which includes collection and one way shipping. (\$375.00, if picked up at Myers Equine Center, LLC) A separate agreement is required to be put on the calendar at a first come first serve scheduling for the 2025 breeding season.

Condition of Mare: The Mare must be in good physical and sound breeding condition and free of infection, and, except for maiden mares, a negative intrauterine culture and cytology. The Mare Owner agrees to keep the Mare in good physical condition throughout pregnancy. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of chilled semen should perform the insemination. Twisted K Ranch, LLC may refuse to ship semen if it believes the insemination is not proper or the mare is not healthy. Twisted K Ranch, LLC reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen or upon a rebreed if the mare does not settle on the first breeding. The Mare Owner agrees to comply with all requirements concerning the use and handling of chilled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of chilled semen.

Chilled Semen Disclaimer: Semen is shipped on a first call, first serve basis upon complete payment and return of both the Breeding Contract with Twisted K Ranch, LLC and the Cooled Semen Contract with Myers Equine Center, LLC. Twisted K Ranch, LLC makes no guarantee that cooled semen will be available for transportation on any specific day and it is important that communication is transparent two weeks prior to planned breeding. Twisted K Ranch, LLC makes no representation of warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including and without limitation, representations, or warranties that the cooled semen will safely reach the insemination point without losing

its integrity, quality, or other characteristics. Twisted K Ranch, LLC also shall not be responsible for delayed, lost, or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner.

Billing: All fees shall be paid in full before cooled semen is picked up or shipped. Semen will not be shipped to any mare unless a current credit card number, expiration date and 3 digit security code is on file with Twisted K Ranch, LLC and Myers Equine Center, LLC or a check is deposited and cleared. In the event there are any other fees incurred, monthly statements shall be mailed for service herein provided and are due and payable upon receipt. Statements not paid within 30 days will be subject to a finance charge.

Breeders Certificate: A "Breeders Certificate" will be issued upon notification of the birth of the foal, only after all fees are paid by the mare owner. Mare owners must submit confirmation of pregnancy by October 1st, 2025 so that breedings can be submitted.

Live Foal Guarantee: Confirmation of pregnancy by ultrasound starting at 14 days post ovulation continuing to the 45th day is REQUIRED TO MAINTAIN THE LIVE FOAL GUARANTEE. If ultrasound proof is unavailable, Mare Owner agrees to have the mare checked for pregnancy by a licensed veterinarian within 30 days of insemination. Mare Owner agrees to provide the results of the ultrasound(s)/pregnancy exam(s) to Twisted K Ranch, LLC no later than 30 days following the insemination.

A live foal is defined as a newborn foal which stands and nurses without assistance. Should a live foal not be produced from this breeding a rebreed will be honored for the following year with a rebreed fee of \$500.00 (USD). Rebreed privileges shall apply only if Twisted K Ranch, LLC is notified within seven days of birth of the foal, and Twisted K Ranch, LLC receives a veterinarian's statement confirming death.

Rebreed: If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Mare Owner is entitled to one rebreed during the 2025 season and a second during the 2026 season (maximum of two rebreeds). Each rebreed is contracted for a fee of \$500.00 (USD) which does not include shipping and collection. Rebreed privileges shall apply only if Twisted K Ranch, LLC is notified within seven (7) days of an ultrasound confirming that the mare is not pregnant or receives a veterinarian's statement confirming abortion.

Death of Mare: If the mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the same owner and approved by the Stallion Owner may be bred without any additional breeding fee, but will be charged current collection and shipping fees. Transfers of fully paid breeding contracts to a new owner will be subject to a \$250.00 (USD) transfer fee payable to Twisted K Ranch, LLC.

Death of Stallion: The parties further agree that should the Stallion die or become unfit for breeding purposes, this contract shall become null and void and any money paid on the stallion fee, except for the NON-REFUNDABLE booking fee, shall be refunded to the Mare Owner.

Non-Assignment: Except with the prior written consent of Twisted K Ranch, LLC, Mare Owner may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.

Indemnification: Mare Owner agrees to indemnify, release, and hold harmless Twisted K Ranch, LLC, its agents, employees and assigns, from any and all claims, demands, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.

Governing Law, Jurisdiction: The terms of this Agreement shall be interpreted in accordance with the laws and regulations of the State of New York, and any dispute that might arise regarding the subject matter addressed herein shall be resolved in Otsego County, New York. Mare Owners hereby submits to and consents to personal and subject matter jurisdiction in the State of New York and venue in Otsego County. The parties hereby agree to first seek to resolve any disputes by mediation using a mediator familiar with both the applicable law and the customs and practices of the equine industry.

BREEDING CONTRACT FRESH TRANSFER

This contract dated this _____ day of _____, _____ is between _____ Herein referred to as Mare Owner(s) and Twisted K Ranch, LLC. Mare Owner has engaged one service to the stallion Caps Smart Dude AQHA # 5652379 (6 Panel Negative) for the mare _____ Reg No. _____ for the breeding season, beginning April 1st, 2025 and ending August 1st, 2025.

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This includes a **\$250.00 (USD) NON-REFUNDABLE** booking fee which is payable upon execution of this contract to Twisted K Ranch, LLC.

The balance of the stud fee **\$750.00 (USD)** is due prior to the first semen shipment payable to Twisted K Ranch, LLC.

Mail payment to:

Twisted K Ranch, LLC

172 Burdick Road Milford, NY 13807

Venmo & Paypal are also accepted.

Transfer/Breeding Expenses: All collection, transfer, and breeding expenses are to be paid to Myers Equine Center, LLC prior to scheduling your first breeding transfer. Myers Equine Center, LLC has the right to contract and bill said expenses of your mare. Payment in full of all fees may be required prior to being scheduled on the breeding calendar.

Condition of Mare: The Mare must be in good physical and sound breeding condition and free of infection, and, except for maiden mares, a negative intrauterine culture and cytology. The Mare Owner

agrees to keep the Mare in good physical condition throughout pregnancy. The responsibility for conception is on the Mare Owner. Twisted K Ranch, LLC may refuse to transfer semen if it believes the insemination is not proper or the mare is not healthy. Twisted K Ranch, LLC reserves the right to request a negative uterine culture and a uterine biopsy performed prior to the transfer of semen or upon a rebreed if the mare does not settle on the first breeding.

Fresh Transfer Semen Disclaimer: Semen is collected on a first call, first serve basis upon complete payment and return of both the Breeding Contract with Twisted K Ranch, LLC and the Fresh Transfer Semen Contract with Myers Equine Center, LLC. Twisted K Ranch, LLC makes no guarantee that semen is available on any specific day and it is important that communication is transparent two weeks prior to planned breeding. Fresh semen will be collected on established breeding days and no representations or warranties are made or implied that fresh semen will be available at the time requested by the Mare Owner.

Billing: All fees shall be paid in full before semen is transferred to the mare. Semen will not be transferred to any mare unless a current credit card number, expiration date and 3 digit security code is on file with Twisted K Ranch, LLC and Myers Equine Center, LLC or a check is deposited and cleared. In the event there are any other fees incurred, monthly statements shall be mailed for service herein provided and are due and payable upon receipt. Statements not paid within 30 days will be subject to a finance charge.

Breeders Certificate: A “Breeders Certificate” will be issued upon notification of the birth of the foal, only after all fees are paid by the mare owner. Mare owners must submit confirmation of pregnancy by October 1st, 2025 so that breedings can be submitted.

Live Foal Guarantee: Confirmation of pregnancy by ultrasound starting at 14 days post ovulation continuing to the 45th day is REQUIRED TO MAINTAIN THE LIVE FOAL GUARANTEE. If ultrasound proof is unavailable, Mare Owner agrees to have the mare checked for pregnancy by a licensed veterinarian within 30 days of insemination. Mare Owner agrees to provide the results of the ultrasound(s)/pregnancy exam(s) to Twisted K Ranch, LLC no later than 30 days following the insemination.

A live foal is defined as a newborn foal which stands and nurses without assistance. Should a live foal not be produced from this breeding a rebreed will be honored for the following year with a rebreed fee of \$500.00 (USD). Rebreed privileges shall apply only if Twisted K Ranch, LLC is notified within seven days of birth of the foal, and Twisted K Ranch, LLC receives a veterinarian’s statement confirming death.

Rebreed: If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Mare Owner is entitled to one rebreed during the 2025 season and a second during the 2026 season (maximum of two rebreeds). Each rebreed is contracted for a fee of \$500.00 (USD) which does not include shipping and collection. Rebreed privileges shall apply only if Twisted K Ranch, LLC is notified within seven (7) days of an ultrasound confirming that the mare is not pregnant or receives a veterinarian’s statement confirming abortion.

Death of Mare: If the mare dies, or is deemed unfit to breed, during the breeding season (a veterinarian report will be required as verification) a substitute mare, owned by the same owner and approved by the Stallion Owner may be bred without any additional breeding fee, but will be charged current collection and

shipping fees. Transfers of fully paid breeding contracts to a new owner will be subject to a \$250.00 (USD) transfer fee payable to Twisted K Ranch, LLC.

Death of Stallion: The parties further agree that should the Stallion die or become unfit for breeding purposes, this contract shall become null and void and any money paid on the stallion fee, except for the NON-REFUNDABLE booking fee, shall be refunded to the Mare Owner.

Non-Assignment: Except with the prior written consent of Twisted K Ranch, LLC, Mare Owner may not assign or transfer this Agreement, in whole or in part, and any attempt to assign or otherwise transfer this Agreement shall be null and void.

Indemnification: Mare Owner agrees to indemnify, release, and hold harmless Twisted K Ranch, LLC, its agents, employees and assigns, from any and all claims, demands, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.

Governing Law, Jurisdiction: The terms of this Agreement shall be interpreted in accordance with the laws and regulations of the State of New York, and any dispute that might arise regarding the subject matter addressed herein shall be resolved in Otsego County, New York. Mare Owners hereby submits to and consents to personal and subject matter jurisdiction in the State of New York and venue in Otsego County. The parties hereby agree to first seek to resolve any disputes by mediation using a mediator familiar with both the applicable law and the customs and practices of the equine industry.

A COPY OF THE REGISTRATION PAPERS MUST ACCOMPANY CONTRACT. OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

This contract shall be binding upon the parties hereto upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto. I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS ENTIRE BREEDING CONTRACT AND AGREE TO ALL TERMS CITED WITHIN.

Date _____

Mare Owner Signature _____

Mare Owner Printed Name _____

Date _____

Twisted K Ranch, LLC

Stallion Owner's Signature

Kevin Segit _____

Krista Curpier _____

Stallion Owner's Printed Name

Kevin Segit _____

Krista Curpier _____

Kevin Segit or Krista Curpier

Owner's of Twisted K Ranch, LLC & Caps Smart Dude

172 Burdick Road

Milford, NY 13807

Kevin Segit (607)-282-0907

Krista Curpier (607)-643-1790

MARE INFORMATION

Registered Name _____

Nickname: _____

Registration Number: _____

Genetic Test Results: (if not tested please put N/A) _____

Maiden (please put yes or no) _____

OWNER/AGENT INFORMATION:

Mare Owner's name(s) as shown on breeding registration papers: _____

Business/Ranch Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers:

Cell:

Home:

Fax:

Office:

Email:

SHIPPING INFORMATION:

Name of Person Shipping to:

Shipping Address:

City: _____

State: _____

Zip: _____

Cell: _____

Home: _____

Office: _____

Fax: _____

Email: _____

Will FedEx deliver to your shipping address on Saturdays? YES _____ NO _____

IF NO, PROVIDE ALTERNATIVE ADDRESS FOR SATURDAY DELIVERY OR SPECIFY FEDEX STATION WHERE YOU CAN PICK UP SHIPMENT:

Address: _____

City: _____ **State:** _____

Zip: _____

FedEx Station/Airport (for same day shipments if needed):

CREDIT CARD INFORMATION:

Mare Owner's name(s) as shown on credit card:

Card Number: _____ Exp: _____ VIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers: Cell: _____ Home: _____

Office: _____ Fax: _____

VETERINARIAN INFORMATION:

Clinic Name: _____

Veterinarian: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers: Cell: _____ Home: _____

Office: _____ Fax: _____