

# Shining Spark

## STALLION SERVICE CONTRACT

Carol Rose - Owner

4500 N. I - 35

Gainesville, TX 76240

940-665-9304

# ICSI PROCEDURE

DATE: \_\_\_\_\_

Mare \_\_\_\_\_ Reg # \_\_\_\_\_

I \_\_\_\_\_ (Mare Owner) agree to breed to the Stallion SHINING SPARK for the \_\_\_\_\_ Breeding Season for a fee of \$ \_\_\_\_\_ (Stallion Fee). I understand as follows:

1. A non-refundable booking fee in the amount of \$2500 is due and payable upon the execution of this Contract. The remaining balance of the Stallion Fee plus all unpaid expenses shall be due and payable upon either a) confirmation that the Recipient Mare is confirmed to be thirty-five (35) days in foal; b) prior to Mare's embryo departing the breeding facility. If embryo is subjected to (freezing) cryopreservation for future transfer to Recipient Mare, **remaining balance will be due at the time that embryo cryopreservation is performed.** This Contract, completed, along with the \$2,500.00 non-refundable booking fee, must be returned to Stallion Owner's office for approval signature. This Contract becomes valid only upon the signature of Stallion Owner or her authorized representative. If pregnancy is not obtained, the \$2,500.00 booking fee will carry over to secure semen for the following breeding season **only**. Failure to use semen the immediate following year will cause the Contract to be canceled and all money paid will be forfeited.
2. Mare shall be bred through the intracytoplasmic sperm injection (ICSI) procedure, a technique whereby sperm are injected into the cytoplasm of a mature oocyte, which physically causes fertilization. Mare owner may choose to work with a facility of Mare Owner's choice for harvesting oocytes; however, all oocytes will be submitted to a qualified laboratory for the actual ICSI procedure. Acceptable ICSI laboratories include those at Texas A&M University (College Station, Texas), Colorado State University (Ft. Collins, Colorado), Equine Medical Services (Columbia, Missouri), EquiEmbryo, (Ft. Worth, Texas) and InFoal, Inc., Dr. Rick Beck, Hemet, CA. All expenses associated with establishment of pregnancy through the ICSI procedure, will be paid by Mare Owner.
3. Breeding Season begins February 1, ~~2019~~<sup>2018</sup> thru July 31, ~~2019~~<sup>2020</sup>
4. Live Foal Guarantee: A live foal means the foal shall stand and nurse. Live foal guaranteed with return privilege the following Breeding Season **only** as described above and only if the Recipient Mare fails to produce a live foal after being sent home at least 35 days in foal (or embryo cryopreservation is performed). It is understood that if Recipient Mare proves to be barren, aborts her foal, or if her foal is stillborn, a return breeding will be guaranteed the following year **only** via the ICSI procedure, provided that proper notification is given and all fees are paid in full in accordance with terms of this Contract. Proper notification must be

received in the form of a written certificate by a licensed veterinarian within seven (7) days of the date that Mare's foal was aborted or stillborn, stating that Mare had slipped, or produced a non-viable foal. Mare Owner must verify that such abortion or death did not result from any act or omission of the Mare Owner. Rhino vaccinations must be administered as indicated by the individual drug manufacturer as Mare progresses through her pregnancy. Failure to do so will void the Live Foal Guarantee. If Mare is to be returned and Mare Owner fails to deliver Mare for rebreeding via the ICSI procedure the following year, then no fees shall be refunded, and this Contract will thereby be cancelled. Stallion Owner has the option to rebreed the same Mare the following year or mare substitutions must be submitted to the Stallion Owner in writing with a copy of the substitution Mare's registration papers. All expenses and fees must be fully paid before Stallion Owner will enter into any agreement for the rebreed of the Mare. The live foal guarantee extended in this contract shall remain with original Mare Owner unless otherwise notified to Stallion Owner that live foal guarantee will transfer to new owner of Mare or embryo should Mare or embryo be sold.

5. **This contract provides for one (1) live foal and one (1) breeders certificate. If more than 1 embryo is produced, then each additional embryo will be on a new contract and charged an additional stallion fee for each embryo.**
6. Embryo or Embryos suitable for transfer to a recipient mare will be shipped to a qualified facility of Mare Owner's choice.
7. This contract is non-transferable or assignable without the approval of Stallion Owner. Courtesy breeding's are non-transferrable.
8. Waiver of Liability: Diligent efforts will be made to establish a pregnancy. However, if for any reason a pregnancy is not achieved, Mare Owner will not hold Stallion Owner or ICSI facilities and/or their respective representatives liable. Mare Owner hereby waives any responsibility of Stallion Owner or ICSI facilities, and respective representatives (Released Parties) for accidents, sickness, or death to Mare and or foal. Mare Owner agrees to insure or self-insure Mare for all losses or damages of any kind or nature and shall look solely to insurance for recovery of such losses or damages.
9. Should it become necessary for Stallion Owner to retain the services of an attorney to enforce its rights under the terms of this Contract, Mare Owner agrees to pay Stallion Owner all expenses and costs, including reasonable and necessary attorney's fees incurred by Stallion Owner enforcing this Contract.
10. It is understood that no breeder's certificate will be issued until all fees in connection with this mating including, but not limited to booking fees, stallion fees, and any other charges due Stallion Owner have been paid in full.
11. Any dispute related to the Contract will be governed by the laws of the State of Texas, and venue of any dispute arising from this Contract shall be in Cooke County Texas.

