

Shining Spark

ICSI PROCEDURE

STALLION SERVICE CONTRACT

Carol Rose – Owner
106 Teepee Cove
Gainesville, Tx 76240
940-372-2000

DATE:

Mare _____ Reg # _____

I _____ (Mare Owner) agree to breed to the Stallion SHINING SPARK for the 2020 Breeding Season for a fee of \$6,500 (Stallion Fee) or \$5000 (Stallion Fee) for Embryo Cryopreservation, (as defined in paragraph # 4 below) I understand as follows:

1. A non-refundable booking fee in the amount of \$2500 is due and payable upon execution of this contract. The remaining balance of the Stallion Fee of \$4,000 plus all unpaid expenses, shall be due and payable upon the earlier to occur of either a) confirmation that the Recipient Mare is confirmed to be forty-five (45) days in foal; or b) prior to Mare carrying the embryo departing the breeding facility. This completed Contract, with a copy of the Donor mares' AQHA Registration papers, 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 \$6,500 Stallion fee will carry over as a credit to secure semen for the following breeding season **only**. Failure to use semen the immediate following year will cause all obligations under the Contract to be cancelled and all money paid will be forfeited to Stallion Owner.
2. The fee for Multiple Embryos produced from a single aspiration will be **\$6500** each for the first three embryos. Any additional embryos transferred to recipient mares in 2020, will be **\$5000 each** regardless of the number transferred. All fees for embryos produced from a single breeding are due and payable as provided in paragraph number # 1.
3. The Mare Owner may choose to transfer only a portion of the embryos obtained via the ICSI procedure during the 2020 Breeding Season. Excess embryos may be frozen (**cryopreservation**) if within thirty days of the freezing of the excess embryos, Mare Owner submits to Stallion Owner a non-refundable payment of five hundred dollars (\$500.00) for each embryo frozen, written notice of the intention to freeze the embryos, the number of embryos to be frozen, and details about where the frozen (vitrified) embryos will be maintained. Thereafter the Mare Owner agrees that they will notify the Stallion Owner before any action is taken on the frozen (vitrified) embryos, including the movement of the embryos to another facility, the warming or implantation of the embryos into a recipient mare, or the destruction of the embryos. The Mare Owner will then be free to thaw and transfer the frozen embryos at any time prior to December 31, 2023. The mare owner will be responsible for paying the six thousand-dollar (\$6,000.00) balance of the Stallion Fee in accordance with the time provisions set forth in paragraph number # 1. Mare Owner agrees that no embryos will be maintained in a vitrified or frozen state after December 31, 2023.
4. 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 a pregnancy through the ICSI procedure will be paid by the Mare Owner.
5. **If the mare owner's intention is to only freeze embryos (cryopreservation) for future transfer, a Stallion Fee of \$5000 will be charged for EACH frozen embryo and that fee of \$5000 will be due at the time that embryo cryopreservation is performed. To qualify as a FROZEN EMBRYO under this paragraph, the earliest the embryo can be thawed and placed in a mare is the breeding season immediately following the year of cryopreservation or for use in a breeding season in a different hemisphere. There will be no return breeding's or no live foal guarantee for these frozen embryos if a pregnancy is not established.**

6. Breeding Season begins February 1, 2020 thru July 31, 2020
7. 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 in paragraphs 2 and 3 above and only if the Recipient Mare fails to produce a live foal after being sent home at least 45 days in foal. 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 all fees previously paid shall be forfeited to the Stallion Owner, and this Contract will thereby be cancelled with no further obligation on either party under this agreement. 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 written approval to assign the rights provided herein is provided by stallion owner as provided herein below.
8. **This contract provides for one (1) live foal and one (1) breeders certificate. If more than 1 embryo is produced, from the special and/or full fee contract, each additional embryo will be charged an additional stallion fee as previously provided due and payable to Stallion Owner as set forth in paragraph one (1) above.**
9. Embryo or Embryos suitable for transfer to a recipient mare will be shipped to a qualified facility of Mare Owner's choice.
10. This contract is non-transferable or assignable without the approval of Stallion Owner. Courtesy breeding's are non-transferrable.
11. 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.
12. 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.
13. 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.
14. The parties agree that any dispute related to the Contract will be governed by the laws of the State of Texas and that exclusive jurisdiction and venue of any dispute arising from this Contract shall be in the appropriate State Courts of Cooke County, Texas.

- 15. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Contract will in no way be affected, impaired or invalidated as a result.
- 16. This Contract contains the entire agreement between the parties. All negotiations and understandings have been included in this Contract. Statements or representations that may have been made by any party to this Contract in the negotiation stages of this agreement, if not included herein, have no force or effect in respect to this Contract. Only the written terms of this Contract will bind the parties. This contract may not be amended except by writing signed by both of the parties hereto.
- 17. This Contract and the terms and conditions contained in this Contract apply to and are binding upon the individual Party's successors, assigns, executors, administrators, beneficiaries, and representatives.
- 18. Stallion Owner reserves the right to participate or not participate in any incentive program, with or without notice to Mare Owner.

Signature of Mare Owner

Printed Name

Date

Address City

State Zip Code

Phone Email

ACCEPTED (Stallion Owner):

Carol Rose carol@carolrose.com

Date