

Stallion Service Contract

ICSI PROCEDURE

Shining Spark #2810420

Carol Rose – Owner

106 Teepee Cove

Gainesville, Tx 76240

940-372-2000

Mare _____

Reg # _____

Note:

DATE: _____

I _____ (Mare Owner) agree to breed to the Stallion SHINING SPARK for the 2021 Breeding Season for a fee of \$5,000 (Stallion Fee) and a non-refundable administrative fee of \$500.

This contract provides for one (1) live foal and one (1) breeders certificate.

I understand and agree as follows:

1. A payment of \$5,500 (\$5,000 stallion fee and a non-refundable \$500 administrative fee) is due and payable upon execution and submission of this contract to Stallion owner. Any additional payments due hereunder shall be due and payable upon confirmation that **the Mare and/or Recipient Mare is confirmed to be forty-five (45) days in foal**. All payments due hereunder as well as all charges due the transfer facility must be paid prior to the donor and/or recipient mare leaving 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 \$5,000 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 **\$5,000** each and a non-refundable \$500 administrative fee. All fees for embryos produced from a single breeding are due and payable as provided in paragraph number 1. The mare owner must pay the \$500 administrative fee before **each** embryo is transferred or implanted. The mare owner will be responsible for paying the \$5,000 balance of the Stallion Fee when **Mare and/or Recipient Mare is confirmed to be forty-five (45) days in foal**
3. The Mare Owner may choose to transfer only a portion of the embryos obtained via the ICSI procedure during the 2021 Calendar Year. Excess embryos may be frozen (**cryopreservation**) if prior to or at the time of the freezing of the excess embryos, Mare Owner submits to Stallion Owner a non-refundable administrative payment of five hundred dollars (\$500) for **each** embryo frozen, written or electronic 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, 2024. The mare owner will be responsible for paying the \$5,000 balance of the Stallion Fee when the **Mare and/or Recipient Mare is confirmed to be forty-five (45) days in foal** in accordance with the time provisions set forth in paragraph number 1. The administration fee **of \$500** will be required to be paid to Stallion Owner along with all other fees due and payable. Mare Owner agrees that no embryos will be maintained in a vitrified or frozen state after December 31, 2024.

- 4 Mare shall be bred through the 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. (Hemet, CA). All expenses associated with establishment of a pregnancy through the ICSI procedure will be paid by the Mare Owner.
- 5 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 and approved by 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.
- 6 This contract is non-transferable or assignable without the prior written or electronic approval of Stallion Owner. Courtesy breeding's are non-transferrable.
- 7 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.
- 8 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.
- 9 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.

- 10 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.
- 11 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.
- 12 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.
- 13 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.
- 14 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 Address
---------	---------------

ACCEPTED (Stallion Owner):

CAROL ROSE	Date
------------	------