Tricked Out Spook - Australia

This contract dated _____ is between ("Mare Owner") _____ and Foals R Us, agent. One service to Tricked Out Spook ("Stallion") for the ("Mare")_____ Reg. # _____ Breed _____ for the 2025 season at **$ 2,150** USD. This fee includes two doses of frozen semen.

1. **Fees and Expenses:**
   a. *Charges:* **2 Doses (16 Straws)** of Frozen Semen are **included** in the Breeding Fee. Transportation of Frozen semen from the Storage Facility is the responsibility of Mare Owner. For embryo transfer mares, should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee ($ 2,150.00 USD) upon heartbeat check. Failure to report an additional embryo could result in denial of a Breeders Certificate.
   b. *Use of Frozen Semen* Any unused Frozen Semen remains the property of Foals R Us, agent. Any unauthorized use of Frozen Semen may result in penalties. No breeding shall take place with Frozen Semen without signed contracts and payment in full for a Breeding Fee to Tricked Out Spook. Frozen Semen shall only be used for the Mare that is listed on this contract. Unused Frozen Semen shall be returned to the Storage Facility.
   c. Should a Mare Owner desire to keep unused Frozen Semen in Storage a report of straws on hand and location must be submitted to Stallion Owner for approval.
   d. *Insemination Reports.* Mare owner must submit an Insemination Report with breeding dates and straws used after EACH insemination. Failure to do so will result in penalties.
   e. *Additional Frozen Semen* may be purchased for $500.00US for **2 Doses (16 Straws) depending on availability.**

2. **Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. **Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a $500.00US Rebreed Fee plus the cost of Frozen Semen, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. STALLION OWNER, FOALS R US OR IT'S EMPLOYEES shall not be held liable for the loss of any pregnancy whether it is slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER the rebreed may not be honored at the STALLION OWNERS discretion. Mare Owner will be responsible for the cost and transport of additional Frozen Semen for the Rebreed Year.

4. **Embryo Transfers: In the event that an embryo is sold, the live foal guarantee will be null and void. Foals R Us, agent, strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.**

5. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Foals R Us that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc).

6. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Grayson County, Texas Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation , which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the

mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Grayson County, Texas, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.

7. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or stallion fee refunded, as may be agreed by both the Mare Owner and the Breeder. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner and the parties to this agreement will be released form any further rights, obligations or liabilities hereunder.

8. **Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

9. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

Mare Owner Information:

_____
Mare Owner/Agent Signature

_____ _____
Daytime Phone Cell Phone

_____
Address

_____
City, State, Zip

_____
Email

Foals R Us

_____
Agent for Stallion Owner

_____
Date

By providing the following credit card information you are allowing Foals R Us to run said card for the balance of all fees owed and 4% convenience fee prior to shipment of any semen.

Credit card number: _____ Expiration: _____ Code: _____

Name on card: _____ Billing Address: _____

Email_____

Semen Storage

Gene Movers Pty. Ltd.

P O Box 782, 8 Station Street

Bacchus Marsh, VIC 3340

Australia

Ph: +61 3 5367 1395

Fax: +61 5367 5656