On-Site ☐

Ship Semen ☐

Heart Stoppin
STALLION SERVICE CONTRACT

Cooled Semen Fed-Ex Domestic	$350.00
Cooled Semen Fed-Ex Domestic 1st overnight	$375.00
Cooled Semen Counter to Counter Domestic	$425.00
Frozen Semen Fed-Ex Domestic	$425.00
Semen Pick Up	$125.00
Collection Fees: beginning with 3rd Shipment a collection fee of $150.00 by will apply in addition to shipment costs	

I hereby agree on _____ to breed the mare, _____, hereinafter referred to as Mare (Registration #_____ Year Foaled _____) to the Stallion, Heart Stoppin/VQH Heart Stoppin herein after referred to as Stallion (AQHA Registration #5745981, APHA Registration #1102250) for the 2027 season. The Stallion Service Fee is $3150.00, which includes a nonrefundable Booking Fee of $675.00.

1. The Stallion Fee stated above includes a non-refundable $675 Booking Fee which shall be payable upon execution of this contract. A 4% convenience fee will be added to the stallion service fee and booking fee amount if the method of payment is by credit card.

A. FOR ON-SITE BREEDINGS: The balance of the Stallion Fee shall be payable before the mare is bred. All other expenses, including board and veterinary fees shall be paid as billed AND paid in full when the mare is picked up from the breeding facility.

B. FOR COOLED SHIPPED SEMEN: The Stallion Fee stated above is due and payable upon execution of this Agreement and at least ten (10) days prior to ordering semen. Collection days will be Monday, Wednesday, Friday commencing on February 1, 2027 and ending on June 30, 2027.

C. COOLED SEMEN SHIPMENT FEES: (applicable only to cooled transported semen breeding) $325 for each standard overnight shipment (extra fees for first overnight) by Federal Express or Counter to Counter at $425. The Mare Owner agrees to return semen-shipping container to the Stallion Manager in a timely manner via Federal Express. An additional fee of $50 will be charged for the shipping container if the Mare Owner does not promptly return it to the Stallion Manager (i.e. within 6 working days). A request for shipment of cooled semen must be made at least 18 hours prior to shipping time. CANCELLATION MUST BE MADE BY 8:00 A.M.(Central Time) SHIPPING DAY. Mares on the premises have a breeding priority on any given breeding day; therefore, we make no guarantee that cooled semen will be available for a specific day. All fees and charges due under this Agreement must be paid prior to any shipment. The Stallion manager may refuse to make any shipments to the Mare Owner if the Stallion Manager believes that the Mare is not healthy or in sound breeding condition. Upon receipt of shipment, the Mare Owner shall try diligently to impregnate the Mare and shall use all diligence and care in the insemination of the Mare. The Mare Owner waives all claims against the Stallion Manager for sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement. The Stallion Manager waives all claims against the Mare Owner for any injury, sickness, disease, or death of the Stallion arising from the exercise of the breeding privilege granted in this Agreement.

D. BOARD & VETERINARY CHARGES: (applicable to on-site breedings) The Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his/her custody. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of the Stallion Manager, and these expenses are due and payable on or before 15 days after the date of invoice, OR before the Mare and/or foal depart the breeding facility.

E. LATE PAYMENTS & SECURITY INTEREST: The Stallion Manager may charge the Mare Owner interest calculated at a monthly rate of 1 ½% for any invoiced expenses and fees not received by the Stallion Manager on or before the date due. The Mare will not be released until the Stallion Service Fee, veterinary invoices, boarding invoices, and any other charges incurred on behalf of the Mare have been paid to Stallion Manager in full. To secure the payment of these fees and expenses, the Mare Owner grants a security interest in the Mare and her foal at the breeding facility to the Stallion Manager (to be perfected by filing a copy of this Agreement), and the Stallion Manager has no obligation to release the Mare and/or foal to the Mare Owner or to issue a Breeder's Certificate until the Mare Owner has paid all fees and expenses incurred on behalf of the Mare and her offspring. The Mare Owner assumes and agrees to pay all charges, expenses, attorney's fees and related costs incurred in the collection of this balance. If this account is not paid within 90 days of billing, the Stallion Manager may foreclose and sell the Mare and her foal, if any, pursuant to the Uniform Commercial Code at either public or private sale and apply the proceeds first

to all attorney's fees and costs of sale incurred in relation to the foreclosure of the security interest and the balance to outstanding amount owed to the Stallion Manager. Further, in this event, the Mare Owner agrees to deliver to the Stallion Manager the original registration papers and properly executed transfer papers on the Mare and her foal. If the Mare Owner refuses to execute all necessary transfer documents and deliver registration papers after default the Mare Owner agrees to pay $500 to cover the costs of obtaining a new registration certificate or the amount necessary to cover these costs.

2. Initial here that you are aware that Heart Stoppin is a Herda carrier and only mares that are Herda N/N will be booked._____

3. CONDITIONS & TREATMENT: The Mare Owner agrees that when delivered to the Stallion manager or when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition. A copy of both sides of the registration papers on the mare must accompany the contract. The Mare Owner warrants that he/she is the owner of record of the Mare. If the Mare is to be bred , then upon or before delivery of the Mare, the Mare Owner must provide the Stallion Manager with the following for the Mare: (a) negative Coggins test dated within 12 months prior to the delivery of the Mare, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by the Stallion Manager for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for the Stallion Manager to perform such services as deemed necessary for the Mare's well being and will be at the Mare Owner's expense.

4. CARE OF MARE & FOAL FOR ON-SITE BREEDINGS: For Mares bred on-site the Stallion Manager shall prepare the Mare for breeding and shall conduct the breeding and post breeding care. The Stallion Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, the Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond the Stallion Manager's reasonable control or despite the rendering of reasonable and ordinary care. The Stallion Manager shall diligently try to settle the Mare; the Mare Owner agrees to give the Stallion Manager ample opportunity to settle the Mare (having bred her through at least two (2) heat-periods). The Stallion Manager does not offer a Live Foal Guarantee for any mare boarded on the Stallion Manager's premises unless the mare has been pregnancy-checked, and is found to be pregnant by the Stallion Manager's veterinarian prior to leaving the premises. IF THE MARE LEAVES BEOFRE BEING PREGANCY-CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES BECOME DUE AND PAYABLE. THE STALLION MANAGER MUST RECEIVE CONFIRMATION OF A PREGANANCY CHECK IN WRITING WITHIN 45 DAYS OF OVULATION, OR THE LIVE FOAL GUARANTEE IS VOID. If for any reason a Mare does not settle, the Mare Owner waives any claim against the Stallion Manager. The Stallion Manager's veterinarian will examine the Mare for normal breeding conditions and will administer care for the Mare and her offspring that the Stallion Manager deems necessary, and the Mare Owner grants to the Stallion Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any
extraordinary health care is required for the Mare and her offspring, the Stallion Manager shall attempt to contact the Mare Owner by telephone prior to taking any required action, but the Stallion Manager's inability to contact the Mare Owner does not abrogate the authority granted to the Stallion Manager by the Mare Owner.

The Stallion is bred to a full book of mares each year. This book is determined by the number of mares that the Stallion Manager anticipates being able to breed successfully during the breeding season. It is always the goal of the Stallion Manager to get the mare bred as soon as possible after her arrival at the breeding facility. However, there may be times during the season when there are more mares in heat than can be bred on a given day. During these times the Stallion Manager must give priority to some mares over others. There are several factors that influence this decision. For example, priority is given to mares that are maintained at the breeding facility, opposed to mares that are hauled in with a breeding follicle. The Stallion Manager will do all that is possible to minimize lost breeding cycles in mares.

The Stallion Manager reserves the right to refuse to accept any mare which is (1) not in proper condition or (2) which does not have all of the records, tests and registration as required herein.

5. BREEDING OF THE MARE BY COOLED TRANPORTED SEMEN. The Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen. The Mare Owner agrees to use his/her best efforts to perform the insemination procedure within 24 hours, but not more than 48 hours after collection of semen from the Stallion. The Mare Owner agrees that an individual who is qualified and experienced in the use and handling of cooled semen will perform the insemination. The Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named in this Agreement and no other. THE STALLION MANAGER MAKES NO WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE STALLION MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTERGRITY, QUALITY, OR CHARACTERISTICS.

6. EMBRYO TRANSFER. If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then the Mare Owner must notify the Stallion Manager within 48 hours of transfer of the embryo(s). If

embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion Manager the Stallion Service Fee for EACH pregnancy before ANY breeder's certificate will be issued.

7. LIVE FOAL GUARANTEE. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Manager) during the subsequent breeding season. A non-refundable rebreed fee of $650 shall be assessed the following breeding year prior to shipment of semen or insemination of mare on-site. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the Stallion Manager. Any attempted assignment without the prior consent of the Stallion Manager will, at the option of the Stallion Manager, terminate this Agreement and release the Stallion Manager from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon the Mare Owner giving the Stallion Manager written notice within 7 days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born. If the Mare Owner/Agent fails to re-breed the mare the following year any and all fees become forfeited, the right to re-breed is cancelled, and the Stallion Manager is released from all further obligation of this contract. Any exception will be at the discretion of the Stallion Manager.

8. The stallion owner and stallion manager may charge a $100.00 office charge for mare substitution fee if a mare is being substituted for a mare that had previously had semen shipped and/or bred on-site during the same breeding season.

9. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.

10. TERMINATION. If the Stallion dies or in the opinion of the Stallion Manager becomes unfit for breeding frozen semen may be used at the discretion of the Stallion Manager, If the stallion is sold or if the Mare should die or become unfit to breed, this Agreement will, at the option of the Stallion Manager, immediately terminate, but the Mare Owner shall continue to be responsible for payment to the Stallion Manager for all expenses incurred by the Stallion Manager on behalf of the Mare Owner prior to the Mare and the offspring being removed from the breeding facility. The Stallion Fee (less the non refundable Booking Fee) will be refunded, and the Stallion Manager and the Mare Owner will be released from any further obligation under this Agreement.

11. THE LIVE FOAL GUARANTEE IN THIS CONTRACT IS NON-TRANSFERABLE AND NON-ASSIGNABLE and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Stallion Manager may, at his/her discretion, upon application and payment of applicable fees, continue to honor the live foal guarantee granted to the original owner. In the event that the Stallion Manager agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.

12. ENTIRE AGREEMENT/GOVERNING LAW/VENUE. This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Texas law governs this Agreement, all of the terms and provisions of which are performable in Grayson County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in Grayson County, Texas. (UNDER TEXAS LAW (CHAPTER 87, CIVIL PROACTIVE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVIITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES).

12. 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.

Please Return the following:

1. Signed Contract and Paid Booking Fee
2. Copy of Mares Registration Papers, Front and Back
3. Current Negative Coggins and Health Papers (on-site breeding only)

_____ _____

Authorized by: Date

Owner of Mare (As Listed On Registration Certificate)

Stallion Fee**:** **$3,150.00**

Address:_____

Booking Fee: **$675.00** (due with Contract~~)~~

_____

Stallion Fee Balance Due: $2,475.00

Telephone:_____

_____

Signature of Mare Owner, as listed on Registration Certificate

Please Send Payments & Contract to:
Voge Quarter Horses
2606 South Road
Whitesboro, TX 76273
vogequarterhorses@yahoo.com
(785) 564-1923 or (785) 317-4334

By providing the following credit card information you are allowing Voge Quarter Horses 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 Address: _____