Stallion Service Contract — ICSI PROCEDURE

Shining Spark - AQHA #2810420

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

DATE: _____

MARE: _____ Reg #: _____

NOTE: _____

CHECKS PAYABLE TO CAROL ROSE INC

I _____(Mare Owner) agree to breed to the Stallion SHINING SPARK for the 2027 Breeding Season for a fee of $5,500.00.

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

I understand and agree as follows:

1. A payment of $5,500.00 is due and payable upon execution and submission of this contract to Stallion owner for **one embryo** produced by the ICSI procedure described in paragraph 3. Any additional payments due hereunder shall be due and payable upon confirmation that the **Mare and/or Recipient Mare is confirmed to be sixty (60) days in foal.** 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 $5,500.00 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** unless other arrangements have been made with the Stallion Owner.

2. After the first embryo referenced above, **the fee for multiple embryos produced from a single ovarian aspiration will be $3,500.00 per each embryo derived from each ICSI procedure.** All fees for embryos produced from a single aspiration session are due and payable as provided in Paragraph #1. The mare owner will be responsible for paying the additional $3500.00 Stallion Fee for each additional embryo when **Mare and/or Recipient Mare is confirmed to be sixty (60) days in foal.** *It is recommended that Mare Owner purchase a Frozen Embryo Permit from the AQHA for each frozen embryo that is produced. If mare owner fails to pay stallion fee until foal is born, there will be a $15,000.00 penalty to receive a Breeders Certificate.*

3. 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 approved by Stallion Owner prior to the actual ICSI procedure. All expenses associated with establishment of a pregnancy through the ICSI procedure will be paid by the Mare Owner.

4. Mare owner may choose to Biopsy the ICSI-derived embryo(s) for diagnosis of gender through an independent laboratory. A Stallion Service Contract and all fees for embryos produced are due and payable as provided in Paragraph #1 above. If the embryo(s) is/are biopsied and the gender results of the biopsy/biopsies are not what the mare owner desired, and the mare owner does not transfer the resulting embryo(s,), there will be no return breeding rights per this contract. ***If the mare owner desires to sell the frozen ICSI embryo(s) via auction, gift, donation or personal sale, the Buyer of the frozen embryo(s) sold will have to complete and purchase a new contract from Stallion Owner.*** Stallion Owner does not offer/ recommend specific gender-diagnosis sites for the biopsy procedure and will not be held responsible for misdiagnosis of gender or loss of embryo viability.

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 60 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. **If the original Mare Owner sells by auction, donates, gifts or disposes the embryo(s) produced by this contract, the live foal guarantee in this contract becomes void.**

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 scopeby 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.

15. Stallion Owner agrees to abide by the current breed association rules in regards to registration, providing all fees and contract requirements are paid up front and in full prior to releasing appropriate documents.

Signature of Mare Owner	Printed Name	Date
Address	City	
State	Zip Code	
Phone#	Email Address	

ACCEPTED (Stallion Owner):

CAROL ROSE	Date