On-Site☐ Ship Semen☐ Frozen Semen☐

Carry☐ Embryo Transfer☐

Tricked Out Spook - *2027 Season*

Million Dollar Celebration - Accepted until October 31st

STALLION SERVICE CONTRACT

Foals-R-Us P.O. Box 361 Whitesboro, TX 76273 Breeding@Foals-R-Us.Com 903-564-3200 Phone 903-564-3943 Fax

FEE SCHEDULE:

Dry Stall, Lights, Per Day (Subject to change)	$25.00	Chute Fee for Ship Semen Contracts (includes 2 collection fees and 1st domestic FedEx shipment, OR 2 pick up)	$675.00
Wet Stall, Lights, Per Day (Subject to change)	$28.00	Chute Fee On-site (includes ultrasounds/palpations fees and inseminations up to 3 cycles per contract)	$675.00
Recip Mare Pasture Board, Per Day (Subject to change)	$17.00	Collection Fees: beginning with 3rd shipment, a $150 collection fee will apply	$150.00
Re-Breed Fee (2027)	$500.00	Cooled Semen Fed-Ex Domestic Priority overnight	$350.00
Substitute mare office fee	$50.00	Cooled Semen Fed-Ex Domestic First Priority overnight	$375.00
Foaling Fee	$650.00	Cooled Semen Counter to Counter Domestic	$425.00
		Frozen Semen Fed-Ex Domestic Priority Overnight	$425.00
		Semen Pick Up at Foals-R-Us	$125.00
Frozen Semen (A frozen semen contract includes 2 doses within the stallion fee, shipped one per shipment. Additional doses will be subject to this fee)	$150.00	Shipping containers not returned to Foals-R-Us by FedEx/UPS within 6 days from receipt will be subject to a $50 penalty charge.	$50.00

I hereby agree on the_____ day of _____, 2026 (circle one) , to contract with Foals-R-Us hereinafter known as "FRUS", to breed the mare_____, registration #_____ to the stallion Tricked Out Spook, registration # 5288542 AQHA - 993,451 APHA for the fee of $1,850.00 for the 2027 breeding season which begins February 1st , 2027 and ends June 30th , 2027, subject to the following terms and conditions:***

$ 500.00 **(Due with contract)** Non-Refundable Booking Fee/ Payable to Stallion Owner: **TJPH**
$ 700.00 **(Due before 1st Shipment or on site Breeding)** Stallion Fee Balance Payable to: **TJPH**
$ 650.00 **(Due with contract)** Non-Refundable Chute Fee: Payable to **Foals-R-Us**
Additional Terms: ****This fee is only valid until October 31st 2026.*

1. This breeding contract is to be returned with a non-refundable Booking Fee and Chute Fee. Stallion Fee is for one live foal. The Balance of Stallion Fee is additional and due when the mare is checked in foal or upon her departure from the breeding facility after having been inseminated, or prior to the first cooled semen shipment. ***Please note that this contract is not valid for ICSI breedings***. Mare Owner ***MUST*** provide a photocopy of all the mare's registration papers (AQHA,APHA, etc etc) with the breeding contract. All other expenses shall be due according to the schedule(s) listed below.
2. Mare shall be in healthy and sound breeding condition.
3. **For On-Site Breedings:**
   A. Mare Owner will furnish FRUS with a current negative Coggins test and all current health records. If a Coggins test does not accompany mare, FRUS's veterinarian will examine and/or test mare at Mare Owner's expense. FRUS reserves the right to decline any mare that is not in proper condition, or does not have all of the records, tests, and registration documentation as required herein.
   B. FRUS agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed and at the daily rate of $24.00 for Dry Mare/Lights stall, $27.00 for Wet Mare/Lights stalls. FRUS's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense. There will be a $650.00 foaling charge on all mares foaled at Foals-R-Us .
   C. FRUS agrees to try diligently to settle the mare, however, if she fails to settle for any reason, Mare Owner will hold FRUS blameless and return privileges will be granted for the return contract year only.
   D. The Undersigned agrees that FRUS and its agents, officers, and employees will not be responsible for any accident, injury, sickness, or death to the mare or its foal, whether from flood, fire, theft, act of God, or for any other reason. The undersigned agrees to and shall indemnity and hold harmless FRUS and its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney fees, for injury or death to the mare and/or foal. Any person associated with FRUS is not liable for death, or any disease, accident, and/or injury caused to the mare and/or her foal, and that Mare Owner is not liable for the death, or any disease, accident or injury caused to the stallion.
   E. FRUS requires the Balance of the Stallion Fee, plus all unpaid board and expenses must be paid in full be fore the mare is released from Foals-R-Us. A mare owner representative will be allowed to pick up the mare if a signed credit card authorization is on file.
4. **For Cooled Semen Shipments:**
   A. A Cooled Semen Shipment includes the cost of the collection, evaluation of the semen and shipping fees. 1st Fed-Ex Domestic or two on-site pick up are included in the chute fee. If the 1st shipment is requested as Counter to Counter, an additional $125 will be required prior to shipping. Additional shipments will be $350.00 for Fed-Ex and $425.00 for Counter to counter by Air freight.
   B. Stallions are collected on Monday, Wednesday and Friday. There are no exceptions. You must give 24-hour advance notice to Foals-R-Us prior to actual shipment at ph# 903-564-3200. Shipment requests must be called in, and not emailed. Foals-R-Us requires that all cooled semen expenses be paid in advance of shipment . In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent. Mare Owner may deposit additional funds with Foals-R-Us or provide Breeder with credit card information. Monthly statements will be mailed for services provided and charges made or deposits used.
5. **C.** Shipping container must be returned to Foals-R-Us within 6 days of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a fee of $50.00 There will be a maximum of two (2) shipments allowed per breeding cycle on all stallions.
   D. Foals-R-Us only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs

arising from shipments delayed, damaged or lost in transit. Foals-R-Us does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other. Every effort will be made to accommodate your mare's breeding time frame; however, it is the Mare Owner's responsibility to contact Foals-R-Us so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to the above requirements may result in missed heats and delayed shipments AT THE MARE OWNER'S EXPENSE. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques. Mares on premises of Foals-R-Us, Inc. have breeding priority on any given breeding day; therefore we make no guarantee cooled semen will be available for a specific day.

E. If Cooled Semen is replaced by Frozen Semen, additional fees will apply at rate of $150.00 per dose.

6. There will be a $50.00 Administrative Fee charged for substituting mares during calendar breeding season.
7. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 1.5% per month or the maximum rate allowed by the law.
8. The above stated fees are subject to change at the discretion of Foals-R-Us
9. This contract contains a Live Foal Guarantee for the initial contract year when the mare has been pregnancy checked and declared to be safe in foal by a veterinarian. A live foal is described as a newborn foal that stands and nurses without assistance. If the mare miscarries, aborts, or the foal is born dead, Mare Owner agrees to furnish to the Stallion Owner, within seven (7) days, a veterinarian's statement describing the occurrence, in such a case, return privileges will be available for one year ONLY. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed in writing and signed by all parties. Breeding fee(s) will not be refunded. FRUS does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
10. If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the Stallion Owner/FRUS. There are only return privileges only if FRUS is provided with a licensed veterinarian statement confirming such condition. FRUS may, at its election, either rebreed the mare or refund the Stallion Fee paid pursuant to this contract, less the non-refundable Booking and Farm Fees, thereby relieving the FRUS of its obligations to rebreed the mare. This provision does not apply to mares that are being bred under the authorized rebreed privilege.
11. Should the above named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by the Mare Owner toward the Stallion Fee, with the exception of the non-refundable Booking Fee and Farm Fee shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.
12. Embryo Transfers: Mare Owner agrees to notify Foals-R-Us that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of $ 1,525 and $350 Chute Fee for each additional live foal. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s). For mare's onsite at Foals-R-Us, there is a supplementary Embryo Transfer Agreement that must be executed and its provisions are hereby incorporated herein. 11a. Vitrified (Frozen) Embryos: Mare Owner agrees to notify Foals-R-Us that the embryo was vitrified within 48 hours of recovery.

A. If vitrified embryos are utilized in the off season (from July 1 contract is considered fulfilled. Any further rebreed rights are at the discretion of the stallion owner and to be agreed up on up front and in writing. All nomination fees are solely the responsibility of the mare owner.

13. A Breeder's Certificate will be issued for a foal when the Stallion Report is filed (after a veterinarian pronounces the mare safe in foal), the Booking Fee, the Chute Fee, Stallion Fee and all other expenses have been received by FRUS in full, and FRUS has been notified that a live foal has been produced.
14. Donated breeding's are subject to a $675.00 chute fee.
15. There will be no exceptions to the terms of this contract and it is not transferable unless provided for in writing and signed by all parties.
16. This shall be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall insure to the benefit of the parties and their heirs, personal representative and permitted successors and assigns. This contract is not transferable or assignable by Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire any right by virtue of this contract not provided for in writing and signed by both parties.
17. The parties hereby specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Grayson County, Texas as this agreement shall be performed in Grayson County, Texas as the last act to make this a binding contract occurred in Grayson County, Texas. Should any civil action by commenced between the parties concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court or competent jurisdiction. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this Agreement shall be nevertheless continue in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intention of the parties.
18. **A 3.5 % Convenience Fee will be charged on all Credit Card transactions.**

WARNING, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF ANY PARTICIPANTS IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

Mare Owner Information (please print clearly)

_____

(Owner's Name as shown on Registration Records)

_____

Address

_____

City/State/Zip

_____

Phone & E-MAIL (Must have)_____

Signature _____ Date _____

Foals-R-Us (for office use only)

Authorized by: _____

Date Received: _____

Booking Fee: $_500.00____ (due with contract) Check #_____

Chute Fee: $_650.00 (due with contract) Check #_____

Balance Stud Fee: $ 700.00 Check #_____

(Balance of the stud fee is due before 1st shipment or insemination)

Date_____

I hereby authorize Foals-R-Us to charge the following Credit Card for charges not prepaid:

Circle One: VISA MasterCard AMEX

Name as appears on card:_____Card Number_____-_____-_____-_____

Expiration Date:_____ 3 or 4 digit CCV#_____

Signature Date:

UPON ARRIVAL, PLEASE HAVE THE FOLLOWING

1. **Current Negative Coggins and Health Papers.**
2. **Signed Contract and Paid Booking & Chute Fee**
3. **Copy of Registration Papers, Front and Back**
4. **Deworming and Immunization Record**

Your one stop repro headquarters.
FOALS RUS
REPRO CENTER & STALLION STATION
(903) 564-3200 by LOTTI

MAILING: P.O. Box 361 Whitesboro TX, 76273

PHYSICAL: 15257 US Highway 377 Whitesboro, TX 76273

Office: 903-564-3200 Fax 903-564-3943
Email: Breeding@Foals-R-Us.com

Cooled Shipped Semen Information

Contract Type: **New** **Rebreed** *(please circle one)*

Mare: _____ **Stallion**: _____
AQHA/APHA Registration #: _____ ***(Please attach a copy of registration papers)***

Is this an embryo transfer breeding? **Yes** **No** *(please circle one)*

Mare Owner:
Name: _____
Address: _____
City/State/Zip: _____
Phone: (Home) _____
(Work) _____
(Mobile) _____
(Fax) _____
E-Mail Address: _____

Billing address: *(if different than mare owner)*
Name: _____
Address: _____
City/State/Zip: _____
Phone: (Home) _____
(Work) _____
(Mobile) _____
(Fax) _____
E-Mail Address: _____

Shipping Information
(Must be a physical address, NO PO Boxes)

Ship To: _____
Contact: _____
Vet *(if different)*: _____
Address: _____
City, State: _____
Phone: _____
Fax: _____
Email: _____
Signature Required **Yes** **No** *(Circle One)*

FedEx Saturday Delivery Address
(if different)

Ship To: _____
Contact: _____
Vet *(if different)*: _____
Address: _____
City, State: _____
Phone: _____
Fax: _____
Email: _____
Signature Required **Yes** **No** *(Circle One)*

Closest Major Airport:

Airport: _____ Airline: _____ Airport Code: _____

I hereby authorize Foals-R-Us to charge the following credit card for charges not prepaid:
A 3.5 % Convenience Fee will be charged on all Credit Card transactions.

Circle One: VISA MasterCard AmEx
Name as appears on card: _____
Card Number: _____
Expiraton Date: _____ 3 or 4 digit CCV# _____ Billing Zip Code: _____
Authorized Signature: _____