



Michael & Michelle Miola Stallion Managers
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2026 **SUPER SALE** STALLION BREEDING CONTRACT FOR FROZEN SEMEN

This Contract Is Valid Only For the 2026 Breeding Season

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and among
Silver Spurs Equine, hereinafter referred to as "Silver Spurs" and:

_____, Mare Owner/s

1. **BREEDING Privilege.** Mare Owner desires to breed a mare or series of mares "the Mare" to:

STALLION Tinker With Guns, AQHA REG # 4828200
OWNED BY & STANDING AT SILVER SPURS EQUINE.

NOTICE: AQHA 5-Panel and IMM genetic testing results are available for all Silver Spurs Stallions on our web site www.SilverSpursEquine.com. It is the Mare Owner's responsibility to research and be informed of this information.

SUPER SALE ENDS JANUARY 31, 2026

SUPER SALE BREEDING FEE: \$ 1100 (Includes Frozen Semen Fee)

The semen provided pursuant to this contract is NOT to be used for ICSI breeding. ICSI breeding's can only be done with a valid Silver Spurs ICSI contract.

A breeding is NOT considered sold unless the Total Breeding Fee is paid. All payments are NON-REFUNDABLE. Breeding's sold and not used during the 2026 breeding season will be subject to a Rebreed Fee and Frozen Semen Fee in 2027.

Breeding To: Mare's Name _____

Reg. # _____ Year Foaled _____.

You must include a copy of the Mare's registration papers with this Contract.

2. **General Conditions.** This Stallion Breeding contract shall not be valid or enforceable unless signed and dated by Silver Spurs or our Agent, and this signature shall be withheld until Silver Spurs receives the TOTAL BREEDING FEE required under this Agreement.

All frozen semen supplied remain the property of Silver Spurs. The Stallion Breeding Fee and Frozen Semen Collection Fee will supply two (2) doses of frozen semen to be allocated to a mare in one breeding season. Each dose will consist of six (6) 0.5ml straws



each containing 100 million mottle sperm cells with a progressive motility of 30%+. If, during the current breeding season, the mare absorbs/aborts a pregnancy or if the mare fails to conceive with the supplied doses, Silver Spurs will provide 1 additional dose (if available) upon payment of a Frozen Semen Collection Fee plus all importation and shipping expenses.

This contract pertains only to the Mare designated above. During the breeding season, if the Mare designated in this Contract dies or is unfit to breed and Silver Spurs is provided with a veterinarian's statement confirming these conditions, a substitute mare may be designated, with Silver Spurs prior written approval, at no additional charge. In ALL other cases, if an approved substitute mare is used by the Mare Owner a \$250 mare substitution fee will be charged. If Silver Spurs is not notified and an unapproved mare is used the Mare owner will be subject to a \$1,000 mare substitution fee to include the mare on the breeding report.

All shipping expenses and importation fees are the responsibility of the mare owner.

It is highly recommended that a thorough veterinary reproductive examination and normal uterine cytology and/or uterine culture be taken before commencing breeding. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of frozen semen should perform the insemination. Silver Spurs or our Agent may refuse to ship semen if it believes the insemination is not proper or the mare is not healthy. Although not required, Silver Spurs or our Agent reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements concerning the use and handling of frozen semen.

The Mare Owner agrees to use all frozen semen provided by this Contract for the Mare designated in this contract and no other mare. All unused straws of frozen semen remain the property of Silver Spurs and Mare Owner agrees to return any unused straws once the Mare has delivered her foal to Silver Spurs or our Agent at the Mare Owners expense.

Silver Spurs will be held harmless if the Mare fails to settle for any reason. Silver Spurs warrants that at the time of shipment the semen conformed to the data contained in the frozen semen shipment report submitted with the shipment. Silver Spurs is not responsible for the condition of the frozen semen upon delivery as it has no control of the shipment after it leaves Silver Spurs custody. Therefore, upon delivery Silver Spurs makes no guaranty of integrity, quality, or characteristics of the frozen semen.

3. Live Foal Guarantee/Rebreed Privileges shall apply **ONLY TO THE NEXT NORMAL BREEDING SEASON**. If the Mare miscarries, aborts her foal, or the foal does not qualify as a "Live Foal" and Silver Spurs or our Agent is provided with a veterinarian's statement confirming such conditions, Mare Owner will be qualified for Live Foal Guarantee/Rebreed Privileges the following breeding season. To obtain a breeding the following season via the Live Foal Guarantee/Rebreed Privileges, Mare Owner must pay a \$600.00 Rebreed Fee plus a \$500.00 Frozen Semen Collection Fee unless unused straws from the previous breeding season are used to inseminate the Mare.

A Live foal is defined as a newborn foal that stands and nurses without assistance. If in the foaling year the mare designated in this Contract dies or is unfit to breed and Silver Spurs or our Agent is provided with a veterinarian's statement confirming these conditions, a substitute mare may be designated, with Silver Spurs or our Agent's prior written approval, at no additional charge. In ALL other cases, if an approved substitute mare is used by the Mare Owner a \$250 mare substitution fee will be charged. If Silver Spurs or our Agent is not notified and an unapproved mare is used the Mare owner will be subject to a \$1,000 mare substitution fee to include the mare on the breeding report

If the Mare does not return to a veterinarian the following breeding season for rebreed/live foal guarantee privileges the following breeding season, or other arrangements have not been made, in writing signed by Silver Spurs or our Agent, all fees paid shall be forfeited, the right to a rebreed and live foal guarantee will be cancelled, and Silver Spurs and our Agent are released from all further obligations under this Contract.

4. Embryo Transfer/Frozen Embryos:

Embryo Transfer: If an embryo flush/flush's is/are performed **and** multiple embryos are retrieved **and** implanted during the breeding season resulting in multiple pregnancies, the Mare Owner will be required to notify Silver Spurs or our Agent immediately, execute an additional breeding contract for each additional pregnancy, and pay an additional stallion breeding fee, at **breeding fee rates then in effect**, within the first ninety (90) days of pregnancy.

Frozen Embryos: If an embryo flush/flush's is/are performed **and** multiple embryos are retrieved and frozen for implantation at a future date mare owner MUST notify Silver Spurs or our Agent of all embryos frozen, the breeding fee paid with this contract will pay for the first embryo resulting in a confirmed pregnancy. All additional confirmed pregnancies resulting from the frozen embryos must be reported and paid for at **breeding fee rates then in effect** within ninety (90) days of pregnancy. Mare Owner MUST use or pay for all frozen embryos within the next two (2) breeding seasons at rates currently in effect.

If all additional pregnancies resulting either from an embryo transfer or frozen embryo implantation are not reported and paid for timely (as specified above), Mare owner will be subject to a \$20,000 breeding fee for all additional pregnancies prior to Silver Spurs issuing a breeder's certificate for any of the resulting foals.

5. Certificates and Transfers. It is the Mare Owners responsibility to report if the Mare is/is not in foal to Silver Spurs or our Agent by July 31st of the breeding year. If Mare Owner does not report, Silver Spurs and our Agent will assume that the mare is not in foal and will not include the Mare on Silver Spurs stallion breeder's report and Mare Owner will incur a \$40 late charge to amend the breeders report if the mare is in foal. Silver Spurs will issue a Breeder's Certificate upon the request of the Mare Owner at any time after the mare has foaled and all charges have been paid in full.

The Mare Owner may not assign, sell, or transfer this breeding contract to any other person or entity, nor may it substitute another mare for the Mare specified in this Stallion Breeding Contract unless in accordance with the provisions contained in this Contract. Any attempted assignment, sale, or transfer, or mare substitution without prior written consent of Silver Spurs will, at the sole option of the Silver Spurs, terminate this Agreement and release Silver Spurs and our Agent from all obligations hereunder. If the stallion dies, is sold, or, if in the opinion of the Silver Spurs, the stallion becomes incapable of servicing mares for any reason, preventing Silver Spurs from shipping frozen semen, this Agreement will become null and void. The stallion Breeding fee (less a \$500.00 booking fee) will be refunded, and the parties to this Agreement will be released from any further obligation or liability.

6. Semen Shipping Charges and Payment Information. All frozen semen shipping charges shall be quoted upon request and be paid directly to **our Agent** prior to the shipment of any frozen semen. If the frozen semen is to be picked up at **our Agent's location** there will be a frozen semen packaging fee.

ALL BREEDING FEE PAYMENTS TO SILVER SPURS MUST BE PAID BY WIRE TRANSFER. Wire Transfer instructions are also included with this Agreement

Shipping Fee Payments Must Be Made by CREDIT CARD, WIRE TRANSFER or by CHECK (MADE PAYABLE TO OUR AGENT). If paying by credit card please complete the credit card information form included with this Agreement. A 3.5% credit card convenience fee will be charged.

Silver Spurs is not responsible for the untimely delivery or condition of the frozen-shipped-semen upon delivery as it has no control of the shipment after it leaves Silver Spurs custody.

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7. Entire Agreement; Construction; Jurisdiction; Attorney's Fees. This Contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the Contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The Contract shall be construed and governed by the laws of Arizona. Jurisdiction and venue for all disputes connected with this Contract shall be Maricopa County, Arizona. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

**By signing below, Mare Owner attests that he/she has read and accepts all provisions of this Contract.
Mare Owner understands and agrees that all fees paid are NON-REFUNDABLE**

X _____ X _____, 20____
Mare Owner - Signature Date

Mare Owner Name (please print)

Address

Address

Best Phone Number

E-mail Address

SILVER SPURS EQUINE:

Authorized Sales Agent Date _____, 20____.

