



Michael & Michelle Miola Stallion Managers
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2026 BREEDING CONTRACT FOR ICSI FROZEN SEMEN

1. **BREEDING Privilege.** Mare Owner desires to breed a mare "the Mare" via ICSI to:

STALLION A SPARKLING VINTAGE, AQHA REG # 3540165
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.

STALLION BREEDING FEE: \$ 5 000

THIS AGREEMENT is made and entered into this _____ day of _____, 202__ by and among

Silver Spurs Equine LLC, hereinafter referred to as "Silver Spurs", and

_____, Mare Owner

This Contract Is Valid Only For The Calendar Year - 2026

Breeding To: Mare's Name _____

Reg. # _____ Year Foaled _____.

All breeding contracts are NON-TRANSFERABLE and all payments are NON-REFUNDABLE. Breeding's sold and not used during the 2026 breeding season will be subject to a \$500 rebreed fee in 2027.

This breeding fee will pay for the first embryo that results in a pregnancy.

If semen provided results in Mare Owner having additional confirmed pregnancies, after three (3) months of confirmed pregnancy, Mare owner must pay Silver Spurs the breeding fee listed above for each additional embryo implanted in 2026 resulting in a pregnancy. Embryos implanted during 2027 and 2028 resulting in a pregnancy will be charged at rates then in effect. No breeder's certificates will be issued until all breeding fees due Silver Spurs have been paid in full.

2. **General Conditions.** This Stallion Breeding contract shall not be valid or enforceable unless signed and dated by Silver Spurs Stallion Manager or its Authorized Agent, and this signature shall be withheld until the Total Breeding Fee required under this Contract are received.

Mare Owner is responsible for the shipment of 1 frozen straw by Silver Spurs to the approved ICSI center if the center does not have frozen semen in its inventory. The Mare Owner agrees to use all ICSI frozen semen provided by this Contract for the



Mare specified on Page 1 of this contract and no other mare. Silver Spurs will allow three (3) attempts to obtain a pregnancy per year. If Mare Owner is unsuccessful after three (3) attempts a \$_____ rebreed fee must be paid.

Silver Spurs will be held harmless if a Mare fails to settle for any reason.

SILVER SPURS FUTURITY INCENTIVE PROGRAM: The foal resulting from this breeding will be automatically enrolled in the Silver Spurs Futurity and NRHA Derby Incentive Programs in effect at the time the foal is of competition age. Please see our website www.SilverSpursEquine.com for program details. Enrollment certificates are available upon request once the foal has been AQHA registered, and NRHA nominated and licensed. (Foals from Pale Face Dunnit are not included in the Futurity Incentive Program).

3. Live Foal Guarantee/Rebreed Privileges shall apply **ONLY TO 2027**. If a Mare miscarries or aborts during this year and Silver Spurs is provided with an approved veterinarian's statement confirming such condition, Mare Owner will be qualified for Live Foal Guarantee/Rebreed Privileges the following year. To obtain a breeding the following season via the Live Foal Guarantee/Rebreed Privileges, Mare Owner must pay the Rebreed Fee listed above.

A Live foal is a newborn foal that stands and nurses without assistance. If at any time during the foaling year the foal is born dead or Mare proves not to be in foal, the Live Foal Guarantee/Rebreed Privileges shall apply only if Silver Spurs is provided with a licensed veterinarian's statement confirming such conditions. If in the foaling year 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.

Rebreed/Live Foal Guarantee privileges shall only apply if Silver Spurs is notified of a rebreed/live foal guarantee event. If the Mare does not return to an ICSI Center the following year for rebreed/live foal guarantee privileges, all fees paid shall be forfeited, the right to a rebreed and live foal guarantee will be cancelled, and Silver Spurs is released from all further obligations under this Contract.

4. Multiple embryos. Mare owner must notify Silver Spurs of all embryos retrieved. For embryos retrieved that result in multiple pregnancies, Mare Owner MUST notify Silver Spurs immediately, and pay an additional stallion breeding fee/s within the first three (3) months of pregnancy.

All additional confirmed pregnancies resulting from the frozen embryos must be reported and paid for at **ICSI frozen semen rates then in effect** within ninety (90) days of pregnancy. **Mare Owner MUST USE AND PAY for all frozen embryos by the end of 2028 at rates then in effect.**

If all additional pregnancies are not reported timely, Mare owner will be subject to a \$20,000.00 penalty breeding fee for all additional pregnancies prior to Silver Spurs issuing a breeder's certificate for any of the resulting foals.

5. Certificates and Substitutions. It is the **Mare Owners** responsibility to report to Silver Spurs if the recipient Mare/s, for all embryo/s implanted, is or is not in foal. If Mare Owner does not report, Silver Spurs will assume that the mare is not in foal and will not include the Mare on the breeder's report. Mare Owner will incur a \$40 late charge per mare 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 recipient 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 assignment, sale, or transfer of this agreement will terminate this Agreement and release Silver Spurs from all obligations hereunder.

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

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

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.

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:

Silver Spurs Authorized Sales Agent

_____, 20____
Date