

Oswood Stallion Station, Inc. (for office use only)	
Account #:Payment Method:	
Date Received:	

817-599-4560

1400 OLD GARNER RD. WEATHERFORD, TX. 76088

DOWN RIGHT AMAZING 2026 BREEDING CONTRACT – ICSI

ALL CONTRACTS/PAPERWORK MUST BE SUBMITTED 72 HRS PRIOR TO ORDERING SEMEN OR RUSH FEE WILL APPLY

	_ to contract with Oswood Stallion Station, Inc., as Sta 'Breeder", to breed the mare	_ ·			
AQHA Registration #	/ APHA Registration (if applicable) # to the				
Stallion DOWN RIGHT AMAZING, AQHA/APHA Registration #5814425 / 1,085,856 for the fee of \$ 3,175.00 for the					
2026 breeding season, which begins September 1, 2025 and ends August 31, 2026, subject to the following terms and					
conditions:					
\$ 500.00 Non-Refundable Booking F	ee				
\$ <u>2,000.00</u> Stallion Fee					
\$ 675.00 Non-Refundable Farm Fe	e <u>ALL FEES PAYABLE TO</u> : OSWO	OD STALLION STATION			
Additional Terms:					

This stallion's genetic disease panel result is as follows:

HYPP - N/N; HERDA - N/N; GBED - N/N; PSSM - N/N; MH - N/N; IMM - N/N; EJSCA N/N; LWO N/N n/SW2.

It is solely Mare Owner's own responsibility to ensure no gene mutation zygosity will incur from this mating. Stallion Owner may not be held liable for any occurrences of inherited genetic defects or diseases in the resulting foal under this contract.

Shipment requests must be called in to the office (817) 599-4560. Requests made by email or text will not be acknowledged. Any semen request not confirmed by 8 AM CST on the day of collection will be considered a cancellation.

- 1. This breeding contract is to be returned with payment of Booking Fee, Stallion Fee and the non-refundable Farm Fee.
- 2. Mare Owner agrees to provide Oswood Stallion Station, Inc. with the results of each ICSI procedure no later than 30 days after each transfer.
- 3. The terms of this contract are considered fulfilled upon recovery of ONE embryo, whether this embryo is being frozen or transferred into a recipient mare resulting in pregnancy. If the recipient mare aborts, or the embryo transfer fails, the donor mare may return during the same Breeding Season or the following year ONLY for an additional ICSI procedure, provided all fees have been paid with the original contract.

4. For On-Site Breedings:

- A. Mare Owner will furnish Breeder with a current negative Coggins test, veterinarian's certificate and all current health records. The mare must be halter broke, able to be led, and able to handle safely in the stocks. OSS reserves the right to refuse mares for the safety of staff. Any open mares, excluding maiden mares, will be required to have a current biopsy. If a veterinarian's certificate, Coggins test or biopsy report does not accompany mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to accept any mare that is not in proper condition, or does not have all of the records, tests, and registration documentation as required herein.
- **B.** Breeder 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 \$20.00 for pasture mares, and \$27.00 for stalls. An additional \$2.50 per day will be charged on all wet mares in pasture or paddock, and an additional fee of \$5.00 will be charged on all wet mares being stalled. Breeder will exercise judgment in care and supervision of mare. Breeder'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 \$675.00 foaling charge on all mares foaled at Oswood Stallion Station, Inc.
- C. All mare drop-offs and pickups must occur within the designated breeding season hours, which are as follows: between 7:00 AM and 7:00 PM on weekdays. OSS reserves the right, at its sole discretion, to refuse acceptance of any mare presented for drop-off or pickup outside of the specified timeframes.
- **D.** Breeder agrees to try diligently to settle the mare, however, if she fails to settle for any reason, Mare Owner will hold Breeder blameless and return privileges will be granted for the return contract year only.
- E. The undersigned agrees that the Breeder 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 indemnify and old harmless Breeder 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 Breeder 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.
- **F.** Breeder requires the Stallion Fee, non-refundable Farm Fee, and all unpaid board expenses be paid in full before the mare is released from Oswood Stallion Station, Inc.
- G. Board rates are subject to change at the discretion of Oswood Stallion Station, Inc.



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- 5. <u>Guaranteed Right To Return:</u> Stallion Fee is for **one** live foal. A live foal is defined as one that will stand and nurse. If the embryo transfer fails, the recipient mare aborts or produces a stillborn foal, the donor mare may return during the Breeding Season of the following year ONLY for an additional ICSI procedure, provided all fees have been paid with the original contract.
- Mare Owner agrees to furnish to the Stallion Owner a veterinarian's certificate describing any such occurrence within seven (7) days of the incident. Breeding fee(s) will not be refunded.
- **6.** 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.
- 7. 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 without any additional breeding fees.
- 8. 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 nonrefundable Farm Fee, shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.
- 9. Oswood Stallion Station, Inc. only assumes responsibility to ship frozen 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. Oswood Stallion Station, Inc. does not guarantee the fertility of any stallion but agrees to ship only commercial quality frozen semen with a documented post thaw motility of 30% or greater. Mare Owner agrees to use all frozen semen provided by the Agreement for the mare named in this Agreement and no other.
- 10.Oswood Stallion Station, Inc. requires that all frozen semen expenses be paid in advance of shipment. Mare Owner may deposit additional funds with Oswood Stallion Station, Inc. or provide Breeder with credit card information below. Monthly statements will be mailed/E-billed for services provided and charges made, or deposits used. If any statement becomes more than 30 days overdue, all obligations of Stallion Owner shall cease, and the unpaid amount will be subject to a finance charge of 1.5% per month or the maximum rate allowed by law.
- 11. In the event that any check tendered by the Client is returned unpaid by the issuing financial institution for any reason, including but not limited to insufficient funds or a closed account, the Client shall be liable for a returned check fee in the amount of fifty dollars (\$50.00) per occurrence.

12.Frozen Semen Shipments:

A Frozen Semen Shipment includes the processing and shipping of frozen semen. The frozen semen will be distributed by Oswood Stallion Station, Inc. All requests and fees will be administered by Oswood Stallion Station, Inc. In addition to the agreed Farm Fee, Booking Fee, and Stud Fee, the following semen shipment charges will apply:

- A. New Contract: The farm fee includes one ICSI breeding dose which is equivalent to one straw.
- B. <u>Vitrified (Frozen) Embryos:</u> Mare Owner agrees to notify Oswood Stallion Station, Inc. that the embryo was vitrified within 48 hours of recovery. If vitrified embryos are utilized in the off season (from July 1st through January 31st), then the contract is considered fulfilled. Any further rebreed rights are at the discretion of the stallion owner and to be agreed upon up front and in writing. <u>All frozen embryos being transferred in a later year must be reported to Oswood Stallion Station, Inc. upon positive pregnancy check.</u> For each frozen embryo not reported on time, a penalty of \$1,000.00 for administrative fees will be assessed.
- C. All nomination fees are solely the responsibility of the Mare Owner. Stallion Owner is <u>not</u> obligated to continue enrollment of the stallion in annual incentive programs past this initial contract year.
- D. If Mare Owner fails to file any Frozen Embryo Permit(s) as required by the respective breed association(s), any and all late reporting fees to facilitate foal registration imposed on the Stallion Owner will be charged back to the Mare Owner and must be paid prior to the Breeder's Certificate(s) being released.
- E. For all off-season ICSI breedings done after October 15th of this contract year, the Mare Owner will bear the late reporting fee(s) imposed on the Stallion Owner by the respective breed association(s).
- Mare Owner will be required to pay \$3,500.00 plus \$675 Farm Fee for any additional embryos transferred during this contract calendar year resulting in live foals, or else the full breeding fee plus farm fee in effect at the time the frozen embryo(s) result in a confirmed pregnancy. Additional Breeder's Certificate(s) will be issued upon receipt of all required fees. Additional ICSI doses, if necessary, will be paid for in advance by the Mare Owner at the rate of \$200.00 per straw. Shipping Fees (within United States): \$415.00 for standard FedEx Priority Overnight service. No counter to counter shipping will be provided.
- 14. Frozen semen is shipped on a per mare cycle basis, with a maximum of only **one** ICSI dose per shipment allowed. A handling fee of \$100.00 for the handling and transferring of the frozen semen to the shipping tank will be assessed. This fee does include the charging/nitrogen fill of the cryoporter prior to shipment.
- 15. All rebreeds and donated breedings are subject to a \$675.00 Farm Fee. Receipt of buyer's confirmation must be provided prior to issuance of contract.
- 16. International Fees: For standard overnight services to Canada, the charge is \$500.00, plus any surcharges that may apply, in addition to the fee of the International Health Certificate. Shipping to other countries will be charged in accordance with the fees pertaining to the actual shipping, customs and duty fees that exceed the normal cost for shipping within the domestic United States.
- 17. A \$1,250.00 container deposit is due before every shipment of frozen semen. Compensation for any loss or damage to the container will be responsibility of the Mare Owner. Any compensation for loss or damage will be deducted from the deposit. The deposit may also be held until any balance due for shipping expenses has been paid. The container must be returned within 7 days of arrival. If not returned within 7 days, Mare Owner will be charged \$75.00 per day late fee until dry shipper is returned. The late fee will be deducted from the deposit. Failure to comply with this term will result in forfeit of the container deposit and another deposit would then be required to receive further shipments. The full deposit will be refunded to the Mare Owner only if the container is returned to Oswood Stallion Station, Inc. in the same condition it departed and within the time frame allotted.



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18. Breeding Arrangements:

18a. You must give 48-hour notice to Oswood Stallion Station, Inc. prior to actual semen shipping. All cancellations must be made by 1 PM CST the day prior to the shipment.

18b. In case of subsequent shipments, the shipping container and any additional shipping fees (see above) must be received by Oswood Stallion Station, Inc. before the next shipment will be sent. Additional shipping fees may apply and will be charged accordingly.

- 19. Every effort will be made to accommodate your mare's breeding time frame. However, it is the Mare Owner's responsibility to contact Oswood Stallion Station, Inc. to ensure that your reproduction facility will receive semen or injection authorization in a timely manner.
 - 19a. For Frozen Semen Shipments: Oswood Stallion Station (OSS) shall not be held responsible for providing a dry shipper for the transportation of frozen semen. While OSS may, at its sole discretion, offer the use of a dry shipper if one is available at the time of request, such provision shall be considered a courtesy only and does not constitute an obligation or ongoing responsibility on the part of OSS. The Mare Owner and/or their licensed veterinarian shall bear sole responsibility for coordinating and ensuring the timely shipment and receipt of frozen semen. OSS shall not be liable for any delays, missed cycles, or additional costs resulting from the unavailability of a dry shipper or any failure to arrange timely transport. Any expenses incurred due to such delays or missed cycles shall be the sole responsibility of the Mare Owner.
 - 19b. Oswood Stallion Station, Inc. shall not be held liable for any delays, damages, losses, or failures arising from or related to the Mare Owner's chosen method of shipping. Any fault, delay, or issue associated with the transportation or delivery of the mare or any related materials shall be the sole responsibility of the Mare Owner.
- 20. The Mare Owner agrees to comply with all appropriate Breed Registry requirements concerning the use and handling of frozen semen. Consequently, it is the Mare Owner's responsibility to inform Oswood Stallion Station, Inc. of any and all breeding dates no later than October 15th of the calendar breeding year.
- 21. Should an embryo cleave after sperm injection with less than the total number of frozen semen units received, then the remaining straw/s are to be returned to Oswood Stallion Station, Inc. at the expense of the Mare Owner.
- 22. Failure to adhere to these requirements may result in missed heats and delayed shipments AT THE MARE OWNER'S EXPENSE. Sperm injection must be done by a veterinarian knowledgeable in successful ICSI techniques.
- 23. SOCIAL MEDIA & PROFESSIONAL CONDUCT: The Mare Owner agrees to communicate any concerns regarding OSS, the Stallion, or the Stallion Program directly with OSS in a professional and private manner. Both OSS and the Mare Owner shall refrain from making or publishing, directly or indirectly, any statements, comments, photographs, posts, or other communications in any public forum, including but not limited to social media platforms, that could reasonably be viewed as disparaging, defamatory, or damaging to the reputation, character, or business interests of OSS, the Stallion, the Stallion Owner, or any of their respective members, managers, employees, or affiliates. In the event of a breach of this provision by the Mare Owner, the Mare Owner shall forfeit any fees paid, rebreed rights, or other remedies otherwise available under this Agreement. OSS and the Stallion Owner further reserve the right to pursue any legal remedies available at law or equity for damages resulting from such conduct.
- 24. TO OBTAIN A "BREEDERS CERTIFICATE" YOU MUST NOTIFY OSWOOD STALLION STATION, INC. OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCCOUNT HAS NOT BEEN PAID IN FULL.
- 25. If the stallion leaves OSS management in the middle of the breeding season, OSS will forward a copy of all contracts and records needed to the stallions owner after which will this terminate all mare breeding contracts with OSS.
- 26. Any breeding contracts entered into but not utilized within the breeding season specified therein shall be deemed null and void, provided that all associated fees have not been fully paid. In instances where only the booking fee and chute fee were remitted at the time of contract execution, and the stallion fee remains unpaid, the contract holder shall be responsible for paying the difference between the originally stated stallion fee and the prevailing stallion fee at the time of use. In cases where all applicable fees have been paid in full, but the contract was not utilized during the originally designated breeding season, the contract holder shall be entitled to a one-time deferral, limited to the immediate subsequent breeding season only. Failure to utilize the contract within that one-year period shall result in forfeiture of all rights under the contract without refund or further obligation on the part of the stallion owner.
- 27. There will be no exceptions to the terms of this contract and is not transferable unless provided for in writing and signed by all parties.
- 28. 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 Parker County, Texas as this agreement shall be performed in Parker County, Texas as the last act to make this a binding contract occurred in Parker 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 continued 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.
- 29. If it should become necessary for OSS to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the mare owner will pay OSS all expenses and costs, including reasonable and necessary attorney's fees incurred by OSS in enforcing this contract.

NOTICE: THE NAMED STALLION IN THIS AGREEMENT AND OSWOOD STALLION STATION, INC. MAY BE ADVERTISED AS BEING ENROLLED IN VARIOUS INCENTIVE PROGRAMS INCLUDING BUT NOT LIMITED TO NRHA SIRE & DAM, NATIONAL REINING BREEDERS CLASSIC, 100X STAKES, THE INVIATIONAL, ALL STAR REINING STAKES, AND NORTH AMERICAN REINING STAKES (COLLECTIVLEY, THE "INCENTIVE PROGRAMS"). PURCHASER OF BREEDING CONTRACT (TOGETHER WITH MARE OWNER, IN THE EVENT MARE OWNER IS DIFFERENT FROM PURCHASER OF BREEDING CONTRACT, "PURCHASER") IS HEREBY PUT ON NOTICE THAT THE PERFORMANCE OF THE ENTITIES AND INDIVIDUALS OPERATING THE INCENTIVE PROGRAMS IS NOT WITHIN THE STALLION OWNER OR STALLION STATION'S CONTROL. PURCHASERS ACKNOWLEDGES AND ACCEPTS THAT STALLION OWNER AND STALLION STATION SHALL NOT BE LIABLE TO PURCHASER FOR ANY CLAIM OR DAMAGES PURCHASER MAY HAVE ARISING FROM OR RELATING TO THE ACTION OR INACTION OF



Mailing Address

Signature

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SUCH ENTITIES OR INDIVIDUALS. TEXAS EQUINE LIABILITY STATUE NOTICE: THIS AGREEMENT CONSTITUES THE ENTIRE AGREEMENT OF THE PARTIES TO THIS AGREEMENT AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AND ALL COMTEMPORANEOUS ORAL AGREEMENTS, UNDERSTANDINGS. AND NEGOTIATIONS WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE AMENDED OR MODIFIED UNLESS IN WRITING BY ALL OF THE PARTIES HERETO, AND NO CONDITION HEREIN (EXPRESS OR IMPLIED) MAY BE WAIVED UNLESS IN WRITING BY EACH PARTY WHOM THE CONDITION IS MEANT TO BENEFIT. PURCHASER CERTIFIES AND ACKNOWLEDGES THAT PURCHASER HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT, HAS BEEN PROVIDED A COPY OF THIS AGREEMENTS, AND HAS KNOWINGLY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT AND IS FULLY AWARE OF ITS TERMS AND CONDITIONS. WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. I UNDERSTAND THAT ANY AND ALL ACCOUNT BALANCES MUST BE TAKEN CARE OF PRIOR TO REQUESTING SEMEN. I UNDERSTAND THAT MY CARD WILL BE CHARGED IF MY BILL HAS NOT BEEN PAID BY THE 15^{TH} OF THE FOLLOWING MONTH. IF MY CARD IS DECLINED, I UNDERSTAND THAT NOTHING ABOVE THE BASIC CARE WILL BE PERFORMED UNTIL THE ACCOUNT HAS BEEN SETTLED. I UNDERSTAND THAT IF MY BILL IS CONTINUOUSLY PAID LATE, I WILL BE ASKED TO PAY MY FINAL BILL AND TAKE MY HORSE HOME I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE SOCIAL MEDIA AND PROESSIONAL CONDUCT CLAUSE. **Purchaser of Contract Information** (Owner's Name) **Email Address** Phone#

Oswoo	d Stallion Station, Inc.
	(Office Use Only)
Author	ized By:
Date:	-

Date



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Customer Email for Insemination Feedback:		
(An automated email will be sent to this address 14 days after shipment goes out for pregnancy update.)		

ON FARM MARES MUST HAVE THE FOLLOWING UPON ARRIVAL:

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

SHIPPING INFORMATION:

(Must be physical address, NO PO BOXES)

Clinic:					
Veterinarians' Name:					
Shipping Address:					
City, State:					
Phone:					
Nearest Major Airport:					
<u>CREDIT CARD AUTHORIZATION</u> *Processing fee of 3.5% will be applied to all payments*					
CREDIT CARD TYPE:	CARD NUMBER:				
EXPIRATION DATE (MM/YY):	CVV:				
NAME ON CREDIT CARD:					
BILLING ADDRESS:					
CITY, STATE, ZIPCODE:					
SIGNATURE:	DATE:				
Do you authorize OSS to use this credit card for any fees not prepaid?					

 $\frac{\text{*ATTENTION:}}{\text{THE }15^{\text{TH}}}\text{ OF THE FOLLOWING MONTH WILL AUTOMATICALLY HAVE THE CARD ON FILE CHARGED, WITH AN ADDITIONAL 3.5% PROCESSING FEE ADDED ONTO THE TOTAL BILL.*}$