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STALLION SERVICE CONTRACT – ICSI PROCEDURE PATRIOT – AQHA #5692323

I, _____ (Contract Purchaser/Mare Owner)
hereby further state and agree that the mare _____ AQHA #

APHA # _____ named in the attached breeding contract will be bred to the
stallion named in the attached breeding contract using the INTRACYTOPLASMIC SPERM INJECTION (ICSI)
procedure and it subject to the following condition and fees.

This contract provides for one (1) live foal and one (1) breeder's certificate.

I understand and agree as follows:

1. A payment of \$5000 is due and payable upon execution and submission of this contract to Stallion owner. Any additional payments due hereunder shall be due and upon confirmation that **the Mare and/or Recipient Mare is confirmed to be forty five (45) days in foal**. All payments due hereunder as well as all charges due the transfer facility must be paid in full prior to the donor and/or recipient mare leaving the breeding facility. The completed Contract, with a copy of the Donor mare's AQHA Registration papers, must be returned to breeding facility for approval signature. This Contract becomes valid only upon the signature of the Stallion Owner or authorized representative. If pregnancy is not obtained, the Stallion Fee will carry over as a credit to secure semen for the following breeding season only. Failure to use semen immediately the following year will cause all obligations under this Contract to be cancelled and all money paid with the forfeited to Stallion Owner unless other arrangements are made with the Stallion Owner/Agent.
2. The fee for Multiple Embryos produced from a single aspiration will be \$4500 stallion fee each plus and a non-refundable \$500 chute fee. All fees for embryos produced from a single breeding are due and payable as provided in paragraph 1. The mare owner must pay the \$500 chute fee before each embryo

is transferred or implanted. The mare owner will be responsible for paying the \$4500 balance of the Stallion Fee when **Mare and /or Recipient Mare is confirmed to be forty-five (45) days in foal. It is recommended that the Mare Owner purchase Frozen Embryo Permits from the AQHA for each frozen embryo that is produced.**

3. The Mare Owner may choose to transfer only a portion of the embryos obtained via the ICSI procedure during the current Calendar Year. Excess embryos may be frozen (Cryopreservation) if prior to or at the time of the freezing of the excess embryos. Mare Owner submits to Stallion Owner/Agent a non-refundable chute fee payment of five hundred and fifty dollars (\$500) for each embryo frozen and a written or electronic notice of the intention to freeze the embryos, the number of embryos to be frozen and details about where the frozen (vitrified) embryos will be maintained. Thereafter, the Mare Owner agrees that they will notify the Stallion Owner/Agent before any action is taken on the frozen (vitrified) embryos including the movement of the embryos to another facility, the warming or implantation of the embryos into a recipient mare, or the destruction of the embryos. The Mare Owner will then be free to thaw and transfer the frozen embryos at any time prior to December 31, 2027. The Mare Owner will be responsible for paying the \$3,950 balance of the Stallion Fee when the Mare and/or Recipient Mare is confirmed to be forty-five (45) days in foal in accordance with the time provisions set forth in paragraph number 1. Mare Owner agrees that no embryos will be maintained in a vitrified or frozen state after December 31, 2028.

4. Mare shall be bred through the ICSI procedure, a technique whereby sperm is 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 for the actual ICSI procedure. All expenses associated with establishment of a pregnancy through the ICSI procedure will be paid by the Mare Owner.

5. Live Foal Guarantee: A live foal means the foal shall stand and nurse. Live foal guarantee with return privilege the following Breeding Season only as described in paragraph 1 above and only if the Recipient Mare fails to produce a live foal after being sent home at least 45 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 of 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/Agent in writing with a copy of to be the substitution Mare's registration papers. All expenses and fees must be fully paid before the Stallion Owner will enter into any agreement for the rebreed of the Mare. The live foal guarantee extended in this contract shall remain with the original Mare Owner unless written approval to assign the rights provided herein is provided and accepted by Stallion Owner.

Additional Embryos. Additional embryos attained fresh or vitrified from the first successful aspiration may qualify for registry once the CURRENT YEAR'S stallion fee has been paid in full, i.e.: vitrified embryos thawed in the future would owe the listed stallion fee for that particular year. There will be no discounted fees associated with multiple embryos. Any special pricing applied to the initial embryo will not be carried over to additional embryos.

- **Multiple Aspirations.** Should additional aspirations beyond the initial aspiration or successful transfer without approved release or consent by the Stallion Owner, the recovered embryos will not qualify for registry until the associated Contract, Chute Fee, Stallion fee, and Registry Inclusion Fees of applicable birth year of foal with the addition of \$1000.00 per embryo penalty are paid in full to Stallion Owner. Stallion Owner reserves the right to deny registry per Mare Owner's negligence or deemed inappropriate usage of semen to attain multiple embryonic success without full transparency of intentions and fulfillment of contractual obligation.

- **ICSI Contract Terms.** Once a contract becomes an ICSI contract, it can no longer be substituted back to a regular breeding contract. It must remain an ICSI contract to include substitutions.

6. This contract is non-transferable or assignable without the prior written or electronic approval of the Stallion Owner. Courtesy breedings are non-transferable.

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 representatives liable. Mare Owner hereby waives any responsibility of Stallion Owner/Agent 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. The semen can be shipped by Fed Ex, Airline (counter to counter) or picked up at breeding farm. Normal cooled semen shipping/pickup fees apply as outlined in the Shipped Semen Form. Mare Owner is responsible for paying all shipping fees of the frozen semen to their Veterinarian/Breeding Facility

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. 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.

11. 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.

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 and signed by both of the parties hereto.

13. This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties herein. 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. The Stallion Owner agrees to abide by the current breed association rules regarding registration, providing all fees and contract requirements are paid up front and in full prior to releasing appropriate documents.

THERE ARE NO LIVE FOAL GUARANTEE ON VITRIFIED EMBRYOS

IT IS REQUIRED THAT BRENT LOSEKE COLT COMPANY BE NOTIFIED WITHIN 48 HOURS OF THE RESULTS OF THE ICSI PROCEDURE WITH THE NUMBER OF EMBRYOS RETRIEVED. FAILURE TO DO SO WILL INCUR A PENALTY TO REPORT EQUAL TO 30% (THIRTY PERCENT) OF THE TOTAL BREED.

THE BALANCE OF THE BREED FEE IS DUE BY SEPTEMBER 30TH OF THE YEAR THE EMBRYO IS IMPLANTED.

Signature of Mare Owner Date Printed Name

Address, City, State, Zip Code

Phone Email Address

ACCEPTED (STALLION OWNER/AGENT) DATE