



## TOYON RANCH

10875 St John Rd, Pilot Point Tx 76258

940-290-4120 toyonstallions@gmail.com



I hereby agree on this \_\_\_\_\_ day of \_\_\_\_\_ to breed the mare listed below to **Dun It For Whizkey AQHA** 5592092 for the 2026 breeding season beginning February 1, 2026 and ending June 30<sup>th</sup> 2026. Dun It For Whizkey is N/N for HERDA, HYPP, MH, PSSM, GBED and MYHM.

Mare's name: \_\_\_\_\_ Registration#: \_\_\_\_\_

Mare Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

### Please select type of contract:

☐ **New Contract: FROZEN SEMEN**

The stallion fee is **\$1350**, and **\$650** non-refundable chute fee. Payment must be made in full before the first shipment of semen. If the breeding is not paid in full, semen will not be sent.

☐ **New ICSI Contract:**

The stallion fee is **\$1350** and a **\$650** non-refundable chute fee. Please see ICSI clause on page two for more details and procedures regarding ICSI.

☐ **Donated Contract: please list name of Auction where purchased** \_\_\_\_\_

Please include a copy of the receipt of payment or proof of purchase from the Auction company with your contract. The stallion fee is **\$0 - DONATED** and a **\$650** non-refundable chute fee which is payable upon execution of the contract. One stallion fee was donated, additional embryos will incur an additional fee. Semen will not be sent until Toyon Ranch receives authorization from the auction company that the stallion fee has been paid in full.

**Please select breeding method:**

☐ **Frozen Semen:**

Toyon Ranch makes no representation or warranties, expressed or implied, regarding quality and characteristics of the frozen semen delivered under this agreement, and shall not be responsible for delayed, lost, or mishandled deliveries. One dose per breeding will be sent unless otherwise agreed upon and noted in this contract. This contract is for one live foal. Any straws left over after a mare is confirmed in foal will be returned to the agent it was purchased through. If the mare owner wishes to use the left-over straws on a second mare, an additional contract must be signed and all applicable fees paid.

☐ **ICSI**

ICSI will be performed at a facility approved by Toyon Ranch LLC. Any additional embryos produced by ICSI will incur an additional stud and chute fee when checked 30 days in foal.

**\*Frozen Embryos:** If multiple embryos are retrieved and frozen for implantation at a future date the mare owner must notify Toyon Ranch 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.

***Terms and Conditions***

A photo static copy of the registration papers on your mare must accompany this contract. The owner on record with AQHA as the owner at time of breeding will be the owner recorded on the stallion breeding report.

This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, or a mare absorbs/aborts a predetermined pregnancy there are return privileges only if Toyon Ranch LLC is notified within thirty (30) days and receives a statement confirming this. A "Live Foal Guarantee" will apply only to those mares that are certified in foal by a licensed, attending veterinarian. Confirmation of such pregnancy in the form of documented ultrasound picture or letter from the attending veterinarian must be received by October 1<sup>st</sup> of the breeding year.

If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Mare Owner is entitled to rebreed for the following season only. There is a charge of **\$650** for rebreed service expenses plus any additional shipping fees. A substitute mare, accepted by Toyon Ranch LLC may be used if the original mare is deceased or deemed unfit for breeding by a licensed attending veterinarian. Toyon Ranch LLC reserves the right to require a substitution if the mare fails to settle or is deemed unfit for breeding. Substitutions for any reason besides death/deemed unfit for breeding will incur a mare substitution fee of **\$100**.

**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 Toyon Ranch and pay an additional stallion breeding fee, at breeding fee rates then in effect, within the first ninety (90) days of pregnancy.

A Breeders Certificate will be issued for the foal conceived as a result of the breeding. The Breeders Certificate will be issued only after all expenses (including veterinary & recipient mare expenses) have been paid in full and after the foal is born and reported to Toyon Ranch LLC.

In the event that the stallion dies, is unavailable, or becomes unfit for service, this Agreement will immediately terminate. Toyon Ranch LLC shall have no liability to the Mare Owner except notification of its occurrence. Refunds of Stallion Fees (less booking fee) will be given at the sole discretion of the Stallion Owner. In the event

that the mare dies during the breeding season, the Mare Owner may substitute another mare as may be agreed upon by both the Mare Owner and Toyon Ranch LLC.

Any programs that the stallion may be enrolled in are at the discretion of the stallion owner. Toyon Ranch makes no guarantees that the stallion will be enrolled or remain enrolled in any particular program.

**All fees except the stallion fee are subject to change without notice and Mare Owner is subject to current fees in effect.**

When signed, by both parties, this document will become a legally enforceable contract binding both parties. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Texas and shall be construed and enforced under the laws of the State of Texas Law (Chapter 87, civil practice and remedies code), an equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risk of equine activities.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which together shall constitute a single instrument. Facsimile or electronic versions of signatures, including e-signatures, will have the same force and effect as original signatures.

**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.**

Stallion owner/agent signature: John Tague

Mare Owner/agent signature: \_\_\_\_\_

### **Payment Information**

Toyon Ranch requires a credit card to be on file for shipped semen and/or any outstanding balances before semen can be shipped. If you wish to send a check in advance you may do so to avoid the credit card processing fee of 3.5%.

☐ **I authorize Toyon Ranch to charge my credit card for:**

☐ Chute Fee

☐ Stud Fee

☐ Shipping Fees

☐ Other

☐ **I am wiring money for:**

☐ Chute Fee

☐ Stud Fee

☐ Shipping Fees

☐ Other

### **Credit Card Information**

☐ Master Card

☐ Visa

☐ Amex

☐ Discover

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV \_\_\_\_\_

Name on Card: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

\*There will be a 3.5% convenience charge for all credit card transactions.

### **Wire Transfer Instructions:**

Bank Name: JP Morgan Chase Bank.      Address: 2310 Colorado Blvd, Denton, TX 76205

Account Name: Toyon Ranch, LLC.      Account Number: 650769255

Routing Number: 111000614      Swift Code: CHASUS33