

## 2021 Breeding Contract

Casa De Los Cielos

18158 FM 1488 Hempstead, Texas

(713)545-5298 (Mary)

(979)221-9034 (John)

jhardman@exede.net

1. ENGAGEMENT OF SERVICE. Mare owner hereby engages one service by shipped cooled semen to the Stallion Mr Sherlock Holmes AQHA# 5425339 for the following mare for 2021.

Mare name: \_\_\_\_\_

Registration No.: \_\_\_\_\_ Breed: \_\_\_\_\_

2. BREEDING AND BOOKING FEES. The 2021 stud fee shall be \$1,250; this includes a nonrefundable booking fee of \$500 payable with this agreement, and reserves in the stallion's book a 2021 breeding for the mare. DOMESTIC SHIPMENTS WILL BE \$350.00 PER SHIPMENT WHICH WILL INCLUDE COLLECTION FEE, DISPOSABLE CONTAINER & FED EX SHIPPING, CONTACT KATHY STOOPS OF DECILLO EQUINE CLINIC. If stud fee is donated/ gifted a \$100 dollar chute fee in addition to collection and shipping fees are additional. Semen shipping days begin February 4<sup>th</sup>, 2021 and collect Monday, Wednesday & Friday until June 30<sup>th</sup>, 2021. Mare owner must call stallion owner/ agent 24 hours prior to requested collection times. Off day shipments may be arranged at the discretion of stallion agent, advanced notice is requested in these cases. Stallion owner/ agent will provide mare owner with a tracking number once semen has been shipped. Stallion service fee and booking fee payments are to be made by check to stallion owner and mailed to 18156 FM 359 Hempstead, TX 77445, for credit card payments for the collection and shipping fees, call Kathy Stoops at (979) 826-2852. **Each shipment will contain enough semen to inseminate one mare. One dose will be shipped. Extra doses may be sent but are not guaranteed.** Casa De Los Cielos is not responsible for shipments once semen leaves our custody. Semen is available on a first come, first served basis. Shipping and collection fees are not included. On sight pick up is \$150.00. Same day shipments are available via Bryan College Station Easterwood Airport. Casa De Los Cielos cannot guarantee flight availability. **ADDITIONAL FEES SHALL APPLY FOR AIRPORT COUNTER TO COUNTER SERVICES AND SHIPMENTS OUTSIDE THE CONTINENTAL U.S.**

3. **CONDITION AND OWNERSHIP:** MARE OWNER warrants that the mare is in sound breeding condition and free from disease and infection. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipment. If the MARE is leased, a copy of the lease agreement by the applicable breed registration must be attached to this contract.

Mare owner agrees to assume responsibility for all facets of breeding the mare and agrees to comply with all breed registry requirements concerning the use and handling of the cooled semen. Mare owner agrees to use all semen provided by this agreement solely to breed the mare named in this agreement. Any attempts to use any portion of any semen shipped to mare owner to breed any mare other than the mare shall automatically terminate all obligations of Casa De Los Cielos under this agreement and result in forfeiture of all breeding fees, collection deposits and the right to a breeder's certificate. If multiple shipments of semen are requested, Casa De Los Cielos in its sole discretion may refuse to ship semen if Casa De Los Cielos believes the insemination is not proper or the mare is not healthy.

4. **LIVE FOAL GUARANTEE.** The mare owner is guaranteed one "live foal" meaning a foal which stands, nurses and lives for 24 hours. If the mare proves barren, aborts her foal or the foal is stillborn, a re-breed will be provided for the subsequent year ONLY, upon the payment of a rebreed fee of \$250.00 (plus shipping and collection) contact Casa De Los Cielos for rebreed or replacement mare approval.
5. **MULTIPLE FOALS.** The payment provided in paragraph 2 are for one foal for this breeding season from this mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional breeding fee within 60 days of confirmed foal for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without the additional payment.
6. **SUBSTITUTION.** If the stallion dies, or becomes unfit for service prior to settling the mare, then this agreement shall terminate, and the breeding fee (not including the booking fee and any other expenses incurred by Casa De Los Cielos to date) shall be refunded to the MARE OWNER if no frozen semen is available. Additional charges may apply for shipment of frozen semen. If the mare dies before being settled, another mare may be substituted. Contact the STALLION OWNER for substitution requests.
7. **BREEDERS CERTIFICATE.** Upon notification of birth of a live foal, and the performance of all obligations of MARE OWNER under this agreement according to the breed registry. MARE OWNER shall contact STALLION OWNER no later and August 1<sup>st</sup> of the foaling year of a live foal. ANY LATE FEES FOR FAILURE TO NOTIFY STALLION OWNER OF LIVE FOAL OR ADDITIONAL BREED REGISTRATION WILL BE RESPONSIBILITY OF THE MARE OWNER.
8. **Warranties, no warranties, express or implied, shall accompany the breeding right created by this agreement nor the semen delivered under the agreement.**
9. **AGREEMENT.** This agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; b) constitutes the

entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; e) shall be interpreted in accordance with the laws of the state of Texas; f) Waller County Texas or in the United States District Court, and mare owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; and g) shall be binding upon the heirs, personal representatives, successors and permitted assigns to the parties. The failure of the STALLION OWNER to require performance of any provision of this agreement shall not affect STALLION OWNERS's right to later require performance nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10. BINDING EFFECT. This agreement shall become binding when: a) MARE OWNER has paid the booking fee and sent to STALLION OWNER a signed copy of this agreement together with a copy of the mare's certificate or registration (and, if applicable, documents concerning the lease of the mare); and b) STALLIONOWNER accepts and so notifies MARE OWNER.

\_\_\_\_\_  
SIGNATURE OF MARE OWNER

\_\_\_\_\_  
PRINTED NAME OF "MARE OWNER" OR AGENT

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019

\_\_\_\_\_  
CASA DE LOS CIELOS "STALLION OWNER"