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I hereby agree on the 1st day of January to breed the mare, _____ registration number _____, to the stallion **MAGNUM WITH A DREAM (AQHA) #4771944** for the 2017 breeding season.

The stallion fee is \$ _____ which does include a \$ 500 non-refundable booking fee which is payable upon execution of the contract. The remainder of the stallion fee is due prior to the first semen shipment or the first insemination. If the breeding is not paid in full, semen will not be sent.

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

Mares on the premises of Tom McCutcheon Reining Horses, Inc. will have a breeding priority on any given breeding day. Therefore, we make no guarantee that cooled semen will be available for transportation on any specific day.

Tom McCutcheon Reining Horses, Inc. collects stallions on an every-other-day basis. No Exceptions! This is to preserve stallion fertility throughout our breeding season. Tom McCutcheon Reining Horses, Inc.'s breeding season exists February 1st through July 15th. Neither Tom McCutcheon Reining Horses, Inc. nor any of its officers or employees shall be liable for damages as a result of damage to the semen or as a result of a mare failing to settle.

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 Tom McCutcheon Reining Horses, Inc. 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 1st 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. Tom McCutcheon Reining Horses, Inc. may require the rebreeding to be performed at Tom McCutcheon Reining Horses and the Mare Owner agree to pay mare care and other normal expenses relative to the breeding. There is a charge of \$ 500 for rebreed service expenses plus any additional shipping fees. A substitute mare, accepted by the Tom McCutcheon Reining Horses, Inc. may be used if the original mare is deceased or deemed unfit for breeding by a licensed attending veterinarian. Tom McCutcheon Reining Horses, Inc. reserves the right to require a substitution if the mare fails to settle or is deemed unfit for breeding.

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 have been paid in full and after the foal is born and reported to Tom McCutcheon Reining Horses, Inc.

In the event that the stallion dies, is unavailable, or becomes unfit for service, this Agreement will immediately terminate. Tom McCutcheon Reining Horses, Inc. 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 Tom McCutcheon Reining Horses, Inc.

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.

Cooled Transported Semen

There is a \$ 300 charge per each shipment (\$ 450 to Canada and Mexico), this fee covers shipping and courier fees. **Semen will only be sent via counter- to- counter air transport or FedEx services.** Any on-farm pickups will be \$ 75 per pick up.

Tom McCutcheon Reining Horses, Inc. makes no representation or warranties, expressed or implied, regarding quality and characteristics of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. A request for a shipment of cooled transported semen must be made at least 24 hours prior to the shipping time. Confirmation or cancellation must be made by 8:00am (Central Time) of the shipping day. Failure to cancel by 8:00am will result in a \$ 300 shipping charge. Cancellations can be made by phone or fax.

Tom McCutcheon Date: 1/1/17

Stallion Fee: _____

Ship Fee: _____ Pick-Up: _____

Balance Due: _____

Printed: _____
Mare Owner

Signature: _____ Date: _____

Address: _____

Telephone: _____

E-mail: _____