

Tom McCutcheon Reining Horses Stallion Service Contract

3732 Shepard Rd. Aubrey, TX 76227 Phone: 940-453-0003 Fax: 940-381-0310 mcutcheonbreeding@gmail.com

I hereby agree on the ____ day of _____, 2025 to contract with Tom McCutcheon Reining Horses hereinafter known as "TMRH", to breed the mare _____, Registration AQHA# 5856819 APHA# 1,076,834 to the stallion Gangsta Sixtysix, for the fee of \$ 2,000 for the 2025 breeding season, which begins February 1, 2025 and ends June 30, 2025, subject to the following terms and conditions:

Additional Terms:

1. This breeding contract is to be returned with a non-refundable Booking Fee. Stallion Fee is for one live foal. The Balance of Stallion Fee is due when the mare is checked in foal or upon her departure from TMRH after having been inseminated, or prior to the first cooled semen shipment. Mare Owner agrees to provide a photocopy of the mare's registration papers with the breeding contract. All other expenses shall be due according to the schedule(s) listed below.

2. Mare shall be in healthy and sound breeding condition.

3. For On-Site Breedings:

A. Mare Owner will furnish TMRH with a current negative Coggins test and all current health records. If a Coggins test does not accompany mare, TMRH's veterinarian will examine and/or test mare at Mare Owner's expense.

B. Mare Owner agrees to pay for care and feed and at the monthly rate of \$500.00 for pasture mares and \$700.00 for stalled mares. TMRH's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense. Foaling fees are additional.

C. TMRH agrees to try diligently to settle the mare, however, if she fails to settle for any reason, Mare Owner will hold TMRH blameless and return privileges will be granted for the return contract year only.

D. The undersigned agrees that TMRH 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 TMRH 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.

E. Mare Owner agrees to pay Tom McCutcheon Reining Horses veterinarian for all services not directly billed by Tom McCutcheon Reining Horses.

4. For Cooled Semen Shipments:

A. A Cooled Semen Shipment includes the cost of the collection and evaluation of the semen. In addition to the agreed Booking Fee and Balance of Stud Fee, the following charges and guidelines will apply:

B. All shipping charges will be the responsibility of the Mare Owner. On-site Pickup from Tom McCutcheon Reining Horses will be \$75.00 per shipment. FedEx will be \$350.00 per shipment. Counter to counter by Air freight will be \$400.00 per shipment (which includes courier charge to the airport). Shipments to Canada are subject to additional fees.

C. Stallions are collected on an every-other-day basis. There are no exceptions. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. You must order semen by contacting Tom McCutcheon Reining Horses by 5pm Central Time the day prior of the actual shipment at 940-453-0003. Shipment requests must be called or texted in – no emails.

D. Shipping container must be returned to Tom McCutcheon Reining Horses within 48 hours of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a replacement fee, at the current price of replacing a shipping container.

E. Tom McCutcheon Reining Horses. only assumes responsibility to ship 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. TMRH does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other. Mares on premises of TMRH. have breeding priority on any given breeding day; therefore we make no guarantee cooled semen will be available for a specific day.

F. If Cooled Semen is replaced by Frozen Semen, frozen semen fees will apply. Frozen Semen is shipped from Select Breeders Southwest, and Mare Owner agrees to pay Select Breeders Southwest the corresponding shipping fees.

5. The above stated fees are subject to change at the discretion of Tom McCutcheon Reining Horses.

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6. This contract contains a Live Foal Guarantee for the initial contract year when the mare has been pregnancy checked and declared to be safe in foal by a veterinarian. A live foal is described as a newborn foal that stands and nurses without assistance. If the mare miscarries, aborts, or the foal is born dead, Mare Owner agrees to furnish to TMRH, within ten (10) days, a veterinarian's statement describing the occurrence, in such a case, return privileges will be available for the following year. 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. Breeding fee(s) will not be refunded. TMRH does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

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/TMRH. There are only return privileges only if Breeder is provided with a licensed veterinarian statement confirming such condition.

8. Mare Owner agrees to inform TMRH of the resulting pregnancy status in writing by July 1st of this contracts breeding year. There will be a \$60.00 late fee per association report, should any breeding report need to be amended.

9. ICSI/Embryo Transfers: Mare Owner agrees to notify TMRH that this is an embryo transfer/ICSI breeding. In the event of multiple embryos, Mare Owner agrees to pay a stallion fee of \$ 2,000 for each additional live foal. Additional Breeder Certificates will be issued upon receipt of necessary breeding fee(s).

9a. Vitrified (Frozen) Embryos: Mare Owner agrees to notify TMRH. that the embryo(s) was vitrified within 48 hours of recovery.

10. A Breeder's Certificate will be issued for a foal when the Stallion Report is filed (after a veterinarian pronounces the mare safe in foal), and all expenses have been received by TMRH in full, and TMRH has been notified that a live foal has been produced.

11. Rebreds and donated breeding's are subject to a \$500 booking fee.

12. There will be a 3% Credit Card Processing Fee added for any payments made via credit card.

13. There will be no exceptions to the terms of this contract and it is not transferable unless provided for in writing and signed by all parties.

14. 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 Denton County, Texas as this agreement shall be performed in Denton County, Texas as the last act to make this a binding contract occurred in Denton 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 continue 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.

WARNING, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF ANY PARTICIPANTS IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

Mare Owner Information (please print clearly)

(owners name as shown on association records)

Address (billing)

City/State/Zip

Phone

Signature

Date

Tom McCutcheon Reining Horses (for office use only)

Processed By: _____

Date Processed: _____

Email Address (for billing purposes)