

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 _____, 202___, to contract with Tom McCutcheon Reining Horses ("TMRH") to breed the mare _____, Registration AQHA# _____ APHA# _____ to the stallion Smart And Shiney, Registration AQHA# 4805778 APHA# 883,869 for the fee of \$2,000 for the 2026 breeding season (February 1, 2026 – July 15, 2026), subject to the following terms and conditions:

Additional Terms: ICSI Only - \$500 booking fee due with contract

1. This breeding contract is to be returned with the \$500.00 non-refundable Booking Fee. The Balance of \$1,500 Stallion Fee is due when the foal is born. Mare Owner agrees to provide a photocopy of the mare's registration papers with the breeding contract. Mare Owner agrees to provide credit/debit card to be on file for the breeding year. If Mare Owner has a balance due from any previous breeding year, it must be paid in full before semen is released. All other expenses shall be due according to the schedule(s) listed below.
2. Stallion Fee is for one live foal.
3. Mare shall be in healthy and sound breeding condition.
4. ONLY Frozen Semen will be used for this contract.
5. Shipping fees will be paid to Select Breeders Southwest. If the ICSI center of your choice does not have frozen semen on hand, please notify the TMRH office and arrangements will be made.
6. **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).
7. **Vitrified (Frozen) Embryos** – Mare Owner agrees to notify TMRH that the embryo(s) was vitrified within 72 hours of recovery. A Frozen Embryo Permit may be required by the breed registry at the time of vitrifying. Please contact applicable registry offices to ensure paperwork is complete.
8. **Fee Schedule for Additional Embryos** – \$2000 is due when the additional foal stands and nurses within 24 hours of birth.
9. **Live Foal Guarantee** – 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. Balance of stud fee (\$2,000) due when foal is born.
10. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, 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.
11. 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.
12. Mare Owner agrees to inform TMRH of the resulting pregnancy status in writing by July 1st of this contract's breeding year. There will be a \$100.00 late fee per association report, should any breeding report need to be amended.
13. 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.
14. The above stated fees are subject to change at the discretion of Tom McCutcheon Reining Horses.

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15. 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 canceled 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.

16. 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.

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

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

19. 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.

20. 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 be 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 of 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)



3732 Shepard Rd
 Aubrey, TX 76227
 Call/Text: 940.453.0003
 Fax: 940.381.3810
 Email: mcutcheonbreeding@gmail.com

Shipped Semen Information Sheet

Please return the form with breeding contract

Mare Name: _____ Registration # _____

Stallion(s): _____

Contract Owner: _____

Ranch Name: _____

Billing Address: _____

City, State, Zip: _____

Phone #(s) _____

Agent Name/Phone: _____

Billing Email Address: _____

All Billing Sent via Email unless otherwise requested

Type Of Breeding: Carry Embryo Transfer ICSI
(Please circle one)

Ship To: _____

Veterinarian: _____

Contact: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Signature Required? Yes / No *(circle one)* Is this a Hold Address? Yes / No

Closest Major Airport: _____ Airport Code: _____

Saturday Delivery *(if different)*

Ship To: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____



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Credit Card Authorization Form

Please return the form with breeding contract

Mare Name: _____

Stallion(s): _____

Credit Card Type: VISA MC AMEX DISC

Credit Card #: _____

Exp Date: _____ Security Code _____

Name On Credit Card: _____

Billing Address: _____

City/State/Zip: _____

Signature: _____

Date: _____

All Billing Sent via Email unless otherwise requested

Email Address: _____

I authorize Tom McCutcheon Reining Horses to run the credit card for the following charges:

(please circle accordingly)

All Fees

Booking Fee

Stallion Fee

Board
(if applicable)

Shipping Fees
(if applicable)

2026 TMRH COLLECTION SCHEDULE



February						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Tom McCutcheon Reining Horses
collection days are highlighted in *purple.*

Breeding contracts need to be received and processed prior to ordering semen.

Call or text your order to: 940-453-0003 by 5:00pm CST the day before the collection day. Orders can be confirmed/cancelled up to 8:00am (CST) on collection days. Please be sure to have the mares registered name when requesting semen.

Mares on TMRH premises have breeding priority, therefore we can not make any guarantee cooled semen will be available.

FedEx Priority Overnight Service is not available on Saturday or Sunday Collection Days. Please note that FedEx and Airlines might have limited availability on holidays as well.

Rufanicki, Smarty And Shiney are same day shipments only.

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