2027
Tom McCutcheon Reining Horses
Stallion Service Contract

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

I, _____ ("Mare Owner"), hereby agree on the _____ day of _____, 2027, to contract with Tom McCutcheon Reining Horses ("TMRH") to breed the mare _____, Registration AQHA# _____ APHA# _____ to the stallion Spooks Gotta Tinsel, Registration # 5915464 for the fee of $1,650 (Early Booking Rate — valid only for contracts booked and returned to TMRH by December 31, 2026) for the 2027 breeding season (February 1, 2027 – July 15, 2027), subject to the following terms and conditions:

Additional Terms: Deferred Payment: ☐ Yes ☐ No

If you do not choose one, we will assume you are not on the deferred payment program.

1. This contract must be returned with a non-refundable Booking Fee ($500), unless on the deferred payment program. Stallion Fee is for one live foal. The balance of the Stallion Fee ($1,150) is due when the mare is confirmed in foal, departs TMRH after insemination, or before the first cooled semen shipment, whichever occurs first. If the Deferred Payment Program is elected, payment is due no later than December 31, 2027. If Mare Owner has an outstanding balance from any previous year, no semen will be shipped until that balance has been paid in full.
2. Mare Owner must provide a photocopy of the mare's registration papers and a valid credit card on file regardless of payment method.
3. All other expenses are due according to the schedules below.
4. Mare shall be in healthy and sound breeding condition.
5. **For On-Site Breedings:**
   a. Mare Owner must provide a current negative Coggins test and health records. If not provided, TMRH's veterinarian will test/examine at Mare Owner's expense.
   b. Mare care: $600/month for pasture mares, $950/month for stalled mares. Veterinary care is at Mare Owner's expense. Foaling fees are additional.
   c. TMRH will attempt to settle the mare; if unsuccessful, return privileges apply for the return contract year only.
   d. TMRH is not liable for any accident, injury, sickness, or death to the mare/foal. Mare Owner is not liable for injury or death to the stallion.
   e. Mare Owner must pay TMRH's veterinarian directly for any services not billed by TMRH.
6. **For Cooled Semen Shipments:**
   a. Includes collection/evaluation costs. Shipping charges are separate: $75 on-site pickup, $350 FedEx, $400 air freight (includes courier). Shipments to Canada incur a $500 fee.
   b. Stallions are collected every other day with no exceptions. Please view the included breeding calendar for collection dates. The mare must be placed on the collection list by 5:00 PM Central Time the day before collection and must confirm or cancel by 8:00 AM Central Time on the day of collection. Orders must be placed by calling/texting 940-453-0003 (NO EMAILS!). Calls on collection morning may not guarantee receipt of cooled semen that day.
   c. Shipping containers must be returned within 48 hours or replacement fees will apply.
   d. TMRH guarantees that semen will be viable when it leaves our facility. Once shipped, TMRH is not responsible for any loss of quality, contamination, shipping delays, or failure to achieve pregnancy. Semen must be inseminated within 24 hours of collection.
   e. Mares on the farm at TMRH have breeding priority; cooled semen availability is not guaranteed for specific days.
   f. If cooled semen is replaced by frozen semen, an additional $250 frozen semen fee will apply. Frozen semen is shipped from Select Breeders Southwest; Mare Owner is responsible for their fees.
   g. Mare Owner agrees to keep a valid credit card on file for charging all shipment-related fees. This card will be charged automatically as shipments are ordered throughout the year unless Mare Owner sends a check prior to the shipment.
   h. FedEx First Priority shipping is available by request only; additional fees apply.
   i. Semen provided under this contract may only be used for the mare named in the agreement unless otherwise authorized in writing by TMRH.
7. The above stated fees are subject to change at the discretion of Tom McCutcheon Reining Horses.
8. **For Frozen Semen Shipments:**
   a. This agreement is for release of one breeding dose (8 straws).
   b. Mare Owner agrees to breed only the mare designated for this breeding contract.
   c. Mare Owner is responsible for all release, shipping and tank fees as billed by Select Breeders Southwest.
   d. TMRH makes no guarantee of semen quality upon arrival at destination or insemination.
   e. BREEDING DATES MUST BE REPORTED TO TMRH WITHIN 30 DAYS OF INSEMINATION WITH FROZEN SEMEN REGARDLESS OF A POSITIVE/NEGATIVE PREGNANCY RESULT. Failure to report will result in mare not being listed on the stallion breeding report and the resulting foal not registrable. Not reporting breeding dates to TMRH prior to the stallion

breeding report being filed will be charged a $100.00 late fee that will need to be paid prior to releasing the breeders certificate.

f. A $250 frozen fee will be added to the total breeding fee. Additional breeding doses may be purchased for $250 if needed beyond those provided with this contract.

9. 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.
10. 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.
11. Mare Owner agrees to inform TMRH of the resulting pregnancy status in writing by November 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.
12. **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 $1,650 for each additional live foal once the foal is born. Additional Breeder Certificates will be issued upon receipt of necessary breeding fee(s).

    12a. **Vitrified (Frozen) Embryos:** Mare Owner agrees to notify TMRH that the embryo(s) was vitrified within 48 hours of recovery. If Mare Owner vitrifies any embryos, it is the Mare Owner's responsibility to ensure that frozen embryo permits are submitted to AQHA with the correct information.
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. Rebreeds and donated breeding's are subject to a $500 booking fee.
15. There will be a 3% Credit Card Processing Fee added for any payments made via credit card.
16. 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.
17. 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 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 | Email Address (for billing purposes)

_____ _____

Signature | Date

Tom McCutcheon Reining Horses
(for office use only)

Processed By:

_____

Date Processed:

_____

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

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)*

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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** **Is this a Hold Address?** ☐ **Yes** ☐ **No**

Closest Major Airport: _____ **Airport Code:** _____

Saturday Delivery *(if different)*

Ship To: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

3732 Shepard Rd
Aubrey, Texas 76227
(940) 453-0003 Breeding Office
(940) 381-0310 Fax

DEFERRED PAYMENT FORM:

***PLEASE* FILL OUT FORM AND**
RETURN TO TMRH TO INSURE YOU ARE BILLED ACCORDINGLY AND
TO TAKE ADVANTAGE OF THE DEFERRED PAYMENT PLAN.

If you do not pay by the due date, 10% of your total bill will be added to your invoice.

NAME: _____

STALLION: _____

MARE'S NAME: _____

PAYMENT: ☐ **CHECK** ☐ **CREDIT CARD** ☐ **WIRE**

DEFER: ☐ **STUD FEE** ☐ **BOOKING FEE**

Please note: Deferred payment is generously offered by the stallion owners as a courtesy to our breeders. This option is only possible when payments are made by the specified due date. We greatly appreciate your prompt payment and help in allowing us to continue offering this option.

DEFERMENT DATE: _____ **or by Dec 31, 2027**

Name: _____

Signature: _____ **Date:** _____

Phone: _____ **Email address:** _____

Once signed please return the completed form to one of the following:
Email: mccutcheonbreeding@gmail.com
Mailing Address: Tom McCutcheon Reining Horses, Inc.
3732 Shepard Road, Aubrey, TX 76227

www.tmreining.com

2027 TMRH Collection Schedule

February - Odd Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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 - Odd Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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 - Even Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				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 - Even Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						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 - Odd Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		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 - Odd Days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				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. Confirmation or cancellation of called-in orders is accepted until 8:00 AM CST on collection day. 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.

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