

**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, \_\_\_\_\_, 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 VS The Fireman Registration# 5995798 for the fee of \$4000.00 for the 2026 breeding season (February 1, 2026 – June 30, 2026), subject to the following terms and conditions:

**Additional Terms:**

1. This contract must be returned with a non-refundable Booking Fee (\$500). Stallion Fee is for one live foal. The balance of the Stallion Fee (\$3,500) is due before the first cooled semen shipment. 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. Mare Owner understands and agrees that the Stallion remains in active training and showing, and as such, cooled semen collections may not be available on all requested dates. In the event the Stallion is unavailable for cooled semen, frozen semen will be provided as the alternative source.
4. All other expenses are due according to the schedules below.
5. Mare shall be in healthy and sound breeding condition.
6. **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.
7. **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 container 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.
8. The above stated fees are subject to change at the discretion of Tom McCutcheon Reining Horses.

## **Tom McCutcheon Reining Horses Stallion Service Contract**

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**9. For Frozen Semen Shipments:**

- a. This agreement is for release of two breeding doses (8 straws per breeding dose).
- b. Mare Owner agrees to breed only the mare designated for this breeding contract.
- c. Mare Owner agrees to pay \$250 frozen fee to Stallion Owner
- d. Mare Owner is responsible for all release, shipping and tank fees as billed by Select Breeders Southwest.
- e. TMRH makes no guarantee of semen quality upon arrival at destination or insemination.
- f. 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.

**10.** 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.

**11.** 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.

**12.** 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 \$100.00 late fee per association report, should any breeding report need to be amended.

**13. 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 \$ 4,000 for each additional live foal once the foal is born. Additional Breeder Certificates will be issued upon receipt of necessary breeding fee(s).

**13a. 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.

**14.** 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.

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

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

**17.** 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.

**18.** 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)



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** *(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:** \_\_\_\_\_

# 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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