

# GOOD I WILL BE AQHA (4637689)

Standing at Dry River Ranch Stallion Station

4150 N FM 113 – Weatherford TX 76088 – 817-304-1198

Contact & Correspondence: Stephen Stephens – 4150 N FM 113 Rd- Weatherford TX 76088

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Embryo transfer:   Yes     No  

## 2018 STALLION SERVICE CONTRACT

Year Mare Foaled: \_\_\_\_\_

I \_\_\_\_\_ (mare owner), hereby agree to breed my mare \_\_\_\_\_  
Reg # \_\_\_\_\_ (Mare) to the stallion Good I Will Be (stallion) for a fee of \$2500.00 (the "Stallion Fee")

I hereby further agree and understand as follow:

1. A non-refundable booking fee in the amount of \$500.00 is due and payable upon the execution of this contract. The remaining balance of the Stallion Fee in the amount of \$2000.00 , plus all unpaid expenses, shall be due and payable upon either (a) Mare's embryo departing the facility or (b) if the embryo is sent to Dry River Ranch Stallion Station, upon confirmation that the Recipient mare is confirmed to be thirty-five (35) days in foal. This contract, complete and intact, along with the \$500.00 non-refundable booking fee, must be returned to Stallion Owner's office for approval signature. This contract becomes valid upon the signature of Stallion Owner or its authorized representative. This contract is non-transferable without the approval of Stallion Owner. All expenses, including board, veterinary expenses, foot care (if necessary) etc, will be due monthly. All unpaid expenses and fees must be paid in full at the time Mare's departure from the breeding facility. All expenses and fees must be fully paid before Stallion Owner will enter into any agreement for the rebreed of Mare. Any and all rebreed will be for the following year only.
2. Failure to breed Mare in 2018 will cause this Contract to be cancelled and all money paid to be forfeited
3. Mare shall be bred through the use of an intracytoplasmic sperm injection ("ICSI") procedure into the cytoplasm of a mature oocyte, which physically causes fertilization. Mare Owner may choose to work with Justin Rithaler, D.V.M, at Weatherford equine or another qualified facility of Mare's Owner choice for harvesting oocytes, and with either Texas A&M University or Colorado State University, Equine Medical Services Inc. Mo., Equi Embryo Inc Ft Worth, Tx for the ICSI procedure.
4. If Mare Owner collects one or more embryos and elects to freeze them for use in a subsequent breeding year, please see provisions below applicable to frozen embryos.
5. While being kept at any breeding or veterinary facility, Mare may require veterinarian services separate and apart from the ICSI procedure for breeding. Mare owner will be billed separately for the additional services.
6. Reasonable efforts will be made to obtain a viable embryo from Mare; however, if a viable embryo is not obtained for any reason, then Mare Owner agrees that neither the Stallion Owner (Sandra Morgan), Dry River Ranch Stallion Station, nor representatives shall be liable for any costs or damages relating to Mare.
7. The breeding season will begin February 1 and will close July 16 2018. Mare Owner will be entitled to one (1) return breeding using the ICSI procedure to the following year only if the ICSI procedure fails to produce a live foal in 2019, provided that all expenses are paid in full. Any rebreed of Mare is dependent upon the availability of ICSI straws from Stallion, ICSI straws cannot be guaranteed for the following breeding season.
8. If the ICSI procedure does not produce a pregnancy in the 2018 breeding year, Mare Owner must pay remaining balance of the Stallion fees plus all other expenses and fees to be eligible for a rebreed in the subsequent year.
9. Mare's registration certificate or a photo static copy of the front and back of the certificate must be furnished.
10. Mare must have a current Coggins report.
11. Unless Mare is halter broken, she will not be accepted for breeding.
12. Live Foal Guarantee (Does NOT apply to frozen embryos): A live foal means the foal shall stand and nurse. It is understood that if Mare proves to be barren, aborts her foal, or if her foal is stillborn, a return breeding will be guaranteed the following year only via the ICSI procedure, provided that proper notification is given and all fees are paid in full accordance with the terms of this Contract. Proper notification must be received in the form or a written certificate by a licensed veterinarian within seven (7) days of the date that Mare's foal was aborted or stillborn, stating that Mare had slipped or produced a non-viable foal. Mare Owner must verify that such abortion or death did not result from any act or omission of Mare Owner. Rhino vaccinations must be administered as indicated by the individual drug manufacturer as Mare progresses through her pregnancy. Failure to do so will void the Live Foal

- Guarantee. If Mare is to be returned and Mare Owner fails to deliver Mare for rebreeding via the ICSI procedure the following year, the no fees shall be refund, and this Contract will be thereby cancelled.
13. Mare must be tested for HERDA as a prerequisite to a breeding. If Mare is determined to be a carrier, then Mare Owner assumes risk, liability, damages and other consequences if Mare Owner elects to proceed with a breeding to Mare.
  14. This Contract provides for one (1) live foal and one (1) breeder's certificate.
  15. A "Breeder's Certificate" will be issued upon notification of the birth of a live foal, providing all fees and expenses are paid in full.
  16. For every third breed purchased by Mare Owner for the breeding year 2018, Stallion Owner shall apply a discount of fifty percent (50%) of the Stallion Fee. For example, Mare Owner shall pay the full Stallion Fee for the first and second breeds, and shall pay \$1250.00 for the third breed. The third and sixth breeds in 2018 will be at the discounted Stallion Fee. Mare Owner may use one or more mares owned or leased by Mare Owner.
  17. Waiver or Liability: Mare Owner hereby waives any responsibility of Stallion Owner, Dry River Ranch Stallion Station, and their respective representatives ("Released Parties") for accidents, sickness or death to Mare and/or foal. Furthermore, Mare Owner hereby agrees that Released Parties shall not be liable for any negligence or errors that Released Parties may exercise their judgment in supervising and caring for Mare and/or foal. Mare Owner hereby agrees to obtain insurance or self-insure the value of the Mare and foal, hereby covenants not to sue Released Parties and to hold Released Parties harmless from any loss related Mare and Foal. WARNING: Under Texas law (chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for any injury or the death of a participant in equine activities resulting from the inherent risks of equine activities.
  18. Should it become necessary for Stallion Owner to retain the services of an attorney to enforce its rights under the terms of this Contract, including, but not limited to, the collection of any sums due hereunder, Mare Owner agrees to pay Stallion Owner all expenses and costs, including reasonable and necessary attorney's fees incurred by Stallion Owner in enforcing this Contract.
  19. Mare Owner hereby grants to Stallion Owner a security interest in Mare, any foal born to Mare as result of the breeding contemplated in this Contract, and the proceeds of any sale of Mare or her foal, to secure (a) payment of any and all sums due pursuant to this Contract, and (b) all liability of the undersigned to Stallion Owner and its respective representatives, now existing or hereinafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions or substitutions therefore.
  20. Any dispute related to this Contract will be governed by the laws of the State of Texas, and venue of any dispute arising from this contract shall be in Tarrant County, Texas
  21. Stallion owner reserves the right to participate in any incentive program, with or without notice to Mare Owner.

### **TERMS FOR FROZEN EMBRYOS**

1. Mare Owner represents that, during the breeding of Mare, Mare Owner caused \_\_\_\_\_ embryos to be collected and frozen for embryo transfer in a year subsequent to the 2018 breeding year.
2. Stallion Owner agrees to provide breeding certificates for foals resulting from embryos frozen during the year 2018, but ONLY for those embryos (a) which are transferred during the breeding years 2019 and 2020, and (b) for which Mare Owner (i) pays the Stallion Fee in full (ii) notifies the American Quarter Horse Association ("AQHA") pursuant to the then applicable rules of the AQHA and complies with all applicable rules of the AQHA pertaining to registration of the foal, (iii) notifies the Stallion Owner prior to an embryo being released from storage for any reason, and (iv) identifies the recipient mare and date of embryo transfer.
3. Mare Owner shall provide to Stallion Owner complete contact information for the storage facility maintaining the frozen embryos and the veterinarian or facility performing the embryo transfer, including point of contact, phone number, and location.
4. Mare Owner shall transfer a minimum of 1 embryo frozen during the breeding year and shall transfer the balance of the frozen embryos in the breeding years up to 2 years or renegotiate a reasonable time period
5. The Stallion Fee of \$ 2500.00 per embryo shall be paid as follow
  - (a) \$ 500.00 non-refundable deposit for the embryo to be transferred, paid to Stallion Owner prior to the transfer in a given year; and if mare owner doesn't notify Agent or Stallion owner an activation fee of an additional \$500 will be added.
  - (b) \$2000.00 balance paid when recipient mare carrying the transferred embryo is checked to be forty-five (45) days in foal.
6. For every third embryo transferred into as recipient mare in a given year, Stallion Owner shall apply a discount of fifty percent (50%) of the Stallion Fee. For example, in a given year, Mare owner shall pay the

full stallion Fee for the first and second embryo transfer, and shall pay \$1250.00 for the third embryo. The third and sixth embryo transfer in a given year will be at the discounted Stallion Fee.

7. Stallion Owner shall refund the Stallion Fee paid, less the non-refundable \$ 500.00 deposit if a recipient mare, previously checked to be in foal at forty-five (45) days, does not produce a live foal. Mare Owner must comply with the proper notice and other provisions of Paragraph 12 above before any refund will be issued.
8. There is NO live foal guarantee, HERDA foal guarantee, or return privilege for the use of frozen embryos.

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Signature of Mare Owner

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Name of Mare Owner

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Address

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City/State/Zip

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Phone

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Email

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Date

**ACCEPTED STALLION OWNER or AGENT**

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By

Date

**Credit Card Information** (Card will be charged upon receipt of Agreement. A 3% fee will be applied.)

Please charge my credit card for all fees incurred in breeding my mare at DRRSS or via shipped semen.

VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ DISCOVER \_\_\_\_\_ Phone \_\_\_\_\_

Name on Card (print) \_\_\_\_\_

Signature \_\_\_\_\_

Billing statement address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ 3 # on back of card \_\_\_\_\_

Email Address \_\_\_\_\_

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Dry River Ranch Stallion Station  
By Stephen Stephens Agent

Date

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Mare Owner

Date

**DRY RIVER RANCH STALLION STATION • 4150 FM RD 113N • Weatherford, TX 76088**

**Fax 940-682-7495 Mobile 817-304-1198**