

FRESH SEMEN STALLION SERVICE AGREEMENT

(2024 - Fresh Semen – Plain Catty)

I, _____ (the “Mare Owner”), hereby agree on _____ (the “Effective Date”) to enter into this Agreement with Solo Select Horses, LLC (“Breeder”) to breed the following mare, _____ (the “Mare”) Registration # _____, to the stallion PLAIN CATTY (AQHA#5640227) (the “Stallion”) for the **2024** breeding season (February 1, 2024 through June 30, 2024) (the “Breeding Season”) subject to the following terms and conditions.

Please check how you intend to fulfill this contract:

Shipped Semen (Fresh Cooled)

*On-Site Breeding at Breeder’s Facility

Pickup (Fresh Cooled) Semen

**On-Site breeding has LIMITED AVAILABILITY. Please contact Breeder to confirm availability and to schedule a drop off at least fourteen (14) days in advance. Space is limited and not guaranteed. If there is no availability, Breeder can refer you to other local breeding facilities.*

1. **BREEDING FEE.** The breeding fee to the Stallion is **\$1,500 + \$700 Chute Fee**, which includes only the following:

- Chute Fee:
 - **\$700.00**
 - Non-refundable
 - Non-transferable
 - Applies only to calendar year/breeding season booked pursuant to this Agreement.
- Stallion Fee:
 - **\$1,500.00** (\$500 deposit due today - non-refundable, non-transferable, and applies only to calendar year/breeding season booked)
 - Balance prior to the Mare being bred on-site OR prior to any cooled semen being shipped or picked up.

2. **SHIPPING; PICK UP FEES.** All shipping and pick up fees will be the sole responsibility of the Mare Owner, must be paid in advance or charged to credit card on file, and are as follows:

- Pickup: **\$125.00**
- Overnight Shipment via FedEx Priority Overnight: **\$350.00**
 - In the event the person requesting semen specifies for shipment via UPS or FedEx First Overnight, an additional **\$100.00** charge will be added to the shipment price.
- Counter to Counter Airline Service (including courier to airport): **\$475.00**
 - The courier service used by Solo Select Horses is contracted with American Airlines, Delta, and United.
 - Courier fees to DFW Airport or Dallas Love Field and other charges are included in these prices. Mare Owner is responsible for pickup or costs associated with pickup.

Additionally, once the shipment of the Stallion's semen leaves Breeder's facility, all loss, damages, delays, costs, and any additional fees incurred shall be the sole and exclusive responsibility of the Mare Owner. Breeder shall not give any refunds for lost or delayed shipments. No fresh semen will be shipped internationally, however frozen semen is available (please contact the office for an alternative Agreement and details).

3. **SHIPPED SEMEN.** The Mare Owner understands that the Mare Owner must comply with the following when breeding with shipped semen:

3.1 **Orders.** Orders for semen MUST be made by 5:00 pm Central Time the day prior to shipment. Cancellations MUST be made by 8:00 am CST the day of shipment or there is a \$100.00 late fee.

3.2 **Collections.** Stallions are collected on an every-other-day basis. There are no exceptions. It will be the responsibility of the Mare Owner and the Mare Owner's veterinarian to confirm our breeding days. Semen must be requested by 5:00 pm the day prior to collection by contacting the Breeder at (903) 436-6615. **Shipment requests must be called in, NO fax, email, or any other type of request will be accepted.** Breeder requires that all cooled semen expenses be paid in advance of shipment. Further, it is the Mare's Owner's responsibility to provide the Mare's Owner's veterinarian with a copy of this Agreement so that the veterinarian knows what name this Agreement is under and orders the semen for the correct name. Note, Breeder is not responsible for any delay in shipping due to any wrong names submitted to Breeder.

3.3 **Priority.** Mares at the Breeder's facility have breeding priority on any given day, therefore, Breeder makes no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, Breeder will ship on a first ordered, first served basis. If cooled semen is unavailable, Breeder will make every effort to offer frozen semen for an additional charge.

3.4 **Doses.** Mare Owners requesting shipped semen should expect to receive only one (1) dose of semen. Two (2) doses will be shipped if available.

3.5 **Semen.** Breeder 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 or losses incurred or arising from shipments that are delayed, damaged, or lost in transit. Breeder does not guarantee fertility of the 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 this Agreement for only the Mare and no other.

3.6 **Containers.** Shipping containers must be returned within one (1) week of shipment or a \$40.00 fee will be billed and is payable by the Mare Owner.

4. **ON-SITE BREEDINGS.** The following shall apply to all on-site breedings at the Breeder's facility:

4.1 **On-Site Reproductive Fee.** An additional On-Site Reproduction Fee of \$400.00 will be applied for all mares bred on-site. This fee includes all rectal palpations, ultrasounds, semen collection, and artificial insemination for three (3) cycles if necessary. In the event more breeding attempts are required after the first three (3), the Mare Owner is responsible for all charges associated therewith.

4.2 **Documents.** Mare Owner must furnish Breeder with a current (no earlier than twelve (12) months before the date of this Agreement) negative Coggins test, Veterinarian's certificate of health, all current health and vaccination records relating to the Mare and copies of all registration papers of the Mare. If these documents do not accompany the Mare, Breeder's veterinarian will examine and/or test the Mare at Mare Owner's expense. The Breeder reserves the right to accept

or reject any mare that is not in acceptable condition, or does not have all the records, tests, and registration documents as required herein.

4.3 **Facilities.** Breeder agrees to furnish all facilities for the care and feeding of the Mare while in Breeder's custody. Mare Owner agrees to pay for care and feed at the daily rate provided by Breeder. Breeder will exercise judgment in care and supervision of the Mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the Mare and foal at Mare Owner's expense.

4.4 **Release.** The Mare Owner agrees that the Breeder and its agents, managers, members, officers and employees shall 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 any other reason. The Mare Owner shall indemnify and hold harmless Breeder and its officers, managers, members, agents, and employees from and against any and all claims, costs, 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 the Breeder is not liable for death, or any disease, accident, and/or injury caused to the Mare and/or the Mare's foal, and that Mare Owner is not liable for death, or any disease, accident, or injury caused to the Stallion.

4.5 **Pick-Up.** Breeder requires the balance of the Breeding Fee, plus all unpaid board and expenses to be paid in full before the Mare shall be released by Breeder. A representative of the Mare Owner will be allowed to pick up the Mare if a current credit card is on file that may be charged for all applicable expenses.

5. **MISCELLANEOUS.** The Mare Owner hereby agrees to the following:

5.1 **Ownership.** The Mare Owner hereby represents and warrants it is the owner of record of the Mare.

5.2 **Pregnancy Status.** It is the Mare Owner's responsibility to notify Breeder of the pregnancy status within thirty-five (35) days of insemination. Failure to contact Breeder by August 1st will result in a \$100.00 late fee to add the Mare to the Stallion Breeding Report.

5.3 **Mare Substitutions.** If the Mare dies or becomes unfit to breed after execution of this Agreement but prior to breeding to Stallion, Mare Owner may transfer the breeding hereunder to a substitute mare owned by Mare Owner. Upon notification to Breeder of any substitution, Mare Owner shall pay \$50.00 to Breeder as a substitution fee and Mare Owner agrees to enter into a separate Agreement as to the substitute mare.

5.4 **Breeder's Certificate.** To obtain a Breeders Certificate, the Mare Owner must notify Breeder of the birth of the foal. The Breeders Certificate will not be issued or released until the account has been paid in full and all terms hereunder adhered to.

5.5 **Embryo Transfers.** The Mare Owner agrees to notify Breeder if this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify Breeder once the additional recipient mares have been confirmed in foal with a heartbeat present. The Mare Owner must then pay a Stallion Fee equal to the aforementioned Stallion Fee for each additional live foal. The additional Stallion Fee is due upon the additional foal(s) standing and nursing. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).

5.6 **Live Foal Guarantee; Rebreds.** Live foal means the foal shall stand and nurse without assistance. It is understood that if the Mare proves barren, aborts her foal, or if foal is born stillborn during an ATTENDED birth, a return breeding will be guaranteed the following year only at Breeder's facility, providing that proper notification is received within seven (7) days of the occurrence. Confirmation must be sent to Breeder in order to guarantee a rebreed. Confirmation can be in form of a letter from attending licensed veterinarian. Breeder does not make any warranty or representation as to the quality or conformation 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. If the Mare does not produce a live foal the first breeding season, the Mare Owner is entitled to a rebreed the following year. The Mare Owner

will be subject to an additional chute fee, plus any additional attending veterinarian fees. 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 terminated and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed to in writing and signed by all parties. All third year rebreeds are at the sole discretion of the Stallion Owner.

5.6.1 All rebreeds and donated breedings are subject to a \$700.00 Chute Fee. Any breedings that are won through Facebook Promotions that are performed by Breeder will NOT include a live foal guarantee. They are valid only for the year the breeding was won.

5.7 **Breeding Season.** This Agreement is valid for the 2024 breeding season only. The Mare Owner may NOT enter into this Agreement with the intent to use in a subsequent season. In the event of this Agreement being paid in full, and the Mare never being bred, this shall become a rebreed for the following season ONLY. An additional Chute Fee will be due at that time, and any difference in Stallion Fee is payable to the Stallion Owner.

5.8 **Incentives.** Foals resulting from the 2024 breeding season are eligible for NRCHA Stakes and Royal Crown Roping. No eligibility is guaranteed for any subsequent season.

5.9 **Binding Agreement.** This Agreement is a binding agreement between Breeder, Stallion Owner, and Mare Owner and is non-transferable unless otherwise agreed to in writing and signed by all parties. Any transferred breedings will incur an additional Chute Fee and completed paperwork by the new assignee.

5.10 **Social Media.** The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Breeder, or any of its members, managers, employees, associates, or affiliates. Failure to do so may result in legal action regarding the content and damages associated with such action. Furthermore, Breeder reserves the right to terminate this Agreement in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a rebreed.

5.11 **Stallion.** Should the Stallion die or become unfit for service for any reason, then this Agreement shall become null and void and both parties are relieved of any further obligation hereunder. Stallion Owner will attempt to fulfill Agreements via frozen semen or ICSI at their sole discretion. Any amounts paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner. Additionally, Breeder makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.

5.12 **Accounts.** All unpaid expenses will be paid upon receipt of an invoice or when the Mare leaves the Breeder's facility, whichever is first. The Mare and foal (if applicable) shall be released only upon payment in full of all outstanding balances, including those of the attending veterinarian. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within thirty (30) days will be subject to a finance charge of two percent (2%) per month or the maximum rate allowed by law. The Mare Owner hereby grants the Breeder an agister's lien and security interest in the Mare and any offspring of the Mare to secure the Mare owner's obligations under this Agreement. The Mare Owner authorizes the Breeder to file one or more financing statements to secure the foregoing.

5.13 **Liability.** It is understood that Solo Select Horses, LLC, its owners, members, managers, employees, and guests shall not be liable for any injury, escape, disability, act of God or death of any horse on its premises. 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, with venue to be property in Grayson County, Texas.

5.14 **Attorney Fees.** If it should become necessary for Breeder to retain the services of an attorney to enforce its rights under the terms of this Agreement, including but not limited to the

collection of any sums due, the Mare Owner will pay Breeder all expenses and costs, including reasonable and necessary attorney's fees incurred by Breeder in enforcing this Agreement.

5.15 **Merger, Entire Agreement and Severability**. This Agreement contains the entire agreement of the parties hereto and there are no oral or written promises or representations upon which the Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by all parties. Headings used herein are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

Effective the date first above written.

BREEDER:

SOLO SELECT HORSES, LLC,
A Texas limited liability company

By: _____
Melanie Smith, Manager

MARE OWNER:

Printed Name: _____

Phone Number: _____

Email Address: _____

Mailing Address:

CREDIT CARD AUTHORIZATION

Name on Card: _____

Card Number: _____

Card Type: _____
(Visa, Mastercard, Amex, Discover)

Expiration Date: _____

3/4 Digit Code: _____

Billing Zip Code: _____

I authorize Solo Select Horses to charge my credit card above for applicable additional fees within this form. I understand that my information will be saved to file for future transactions on my account. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until canceled.

Signature: _____ Date: _____

Shipped Semen Information

Name of Clinic: _____ Phone: _____

Contact/Veterinarian: _____ Phone: _____

Address: _____

City/State/Zip: _____

Clinic/Veterinarian Email: _____

Does this location accept FedEx deliveries on Saturday? Yes No

***If no, please provide alternate delivery location below**

Saturday Delivery Location: _____

City/State/Zip: _____

Nearest Major Airport: _____

Alternate Airport: _____

Semen requests MUST be made by 5pm the day prior to collection.
To order semen, please call the office at (903) 436-6615

Mares on the premises of Solo Select Horses LLC have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, Solo Select Horses will ship on a first ordered, first served basis – so please call as early as possible to get your mare on the list. We can ALWAYS cancel you by 8 am on the collection day!

Once a request is made, we will consider it confirmed if not canceled by 8am Central Time the morning of a collection day. Any cancellations made after 8am will be subject to a \$150 late cancellation charge.

Please expect to receive ONE DOSE per shipment. Two doses will be sent If available!



2024 Collection Calendar

February

Su	Mo	Tu	We	Th	Fr	Sa
		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		

March

Su	Mo	Tu	We	Th	Fr	Sa
					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

Su	Mo	Tu	We	Th	Fr	Sa
	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

Su	Mo	Tu	We	Th	Fr	Sa
		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

Su	Mo	Tu	We	Th	Fr	Sa
						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						

Collection Days are in **YELLOW**

CALL
903-436-6615
TO ORDER SEMEN.

IMPORTANT CONTRACT REMINDERS

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Orders for semen MUST be made by 5pm Central Time the day prior to shipment. Cancellations MUST be made by 8:00 am CST the day of shipment or there is a \$150 cancellation fee. Shipment requests must be called in to Solo Select. No fax, email, or any other type of request will be accepted.

Mare Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available!