

GOLDEN COINS

STALLION SERVICE AGREEMENT - FROZEN ONLY

PLEASE CIRCLE

REBREED | NEW

ON-SITE | SHIPPED

Frozen Semen Domestic Overnight	\$550.00
Frozen Semen Counter to Counter Domestic	\$650.00
Canadian Shipments	\$600.00
Semen Pick Up	\$125.00

I hereby agree on _____ to breed the mare, _____, hereinafter referred to as Mare (Registration # _____ Year Foaled _____) to the Stallion, GOLDEN COINS herein after referred to as Stallion (AQHA Registration #6051259) for the 2026 season. The Stallion Service Fee is \$3,500.00, which includes a non-refundable Booking Fee of \$500.00.

1. The Stallion Fee stated above includes a non-refundable \$500 Booking Fee which shall be payable upon execution of this contract.

A. FOR ON-SITE BREEDINGS: A select number of on-site breeding stalls are offered each year. The balance of the Stallion Fee shall be payable before the mare is bred. All other expenses, including board and veterinary fees shall be paid as billed AND paid in full when the mare is picked up from the breeding facility.

B. FROZEN SEMEN SHIPMENT FEES: \$550 for each overnight shipment by Federal Express/UPS or Counter to Counter at \$650. The Mare Owner agrees to return semen-shipping container to the Stallion Manager in a timely manner via Federal Express or UPS. An additional fee of \$100 will be charged for the shipping container if the Mare Owner does not promptly return it to the Stallion Manager (i.e. within 6 working days).

C. ORDERING SEMEN: Mare Owner shall be responsible for sending a request of frozen semen shipment to the Stallion Manager 24 HOURS prior to shipment date. All shipping fees and expenses incurred are the Mare Owner's responsibility and paid directly to the Stallion Manager. Manager makes no guarantee that frozen semen will be available for transportation on any specific day. Upon payment in full, two (2) doses will be provided to the Mare Owner. The Stallion Manager may refuse to make any shipments to the Mare Owner if the Stallion Manager believes that the Mare is not healthy or in sound breeding condition. Upon receipt of shipment, the Mare Owner shall try diligently to impregnate the Mare and shall use all diligence and care in the insemination of the Mare. The Mare Owner waives all claims against the Stallion Manager for sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement. The Stallion Manager waives all claims against the Mare Owner for any injury, sickness, disease, or death of the Stallion arising from the exercise of the breeding privilege granted in this Agreement.

D. BOARD & VETERINARY CHARGES: (applicable to on-site breedings) The Stallion Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his/her custody. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of the Stallion Manager, and these expenses are due and payable on or before 15 days after the date of invoice, OR before the Mare and/or foal depart the breeding facility.

E. LATE PAYMENTS & STABLEMAN'S LIEN: The Stallion Manager may charge the Mare Owner interest calculated at a monthly rate of 1 ½% for any invoiced expenses and fees not received by the Stallion Manager on or before the date due. The Mare will not be released until the Stallion Service Fee, veterinary invoices, boarding invoices, and any other charges incurred on behalf of the Mare have been paid to Stallion Manager in full. The Mare Owner further acknowledges and agrees that the Stallion Manager shall hold a stableman's lien for any unpaid fees and expenses due upon termination of this Agreement or upon removal of the Horse from the Facilities for any reason.

2. CONDITIONS & TREATMENT: The Mare Owner agrees that when delivered to the Stallion manager or when a semen shipment is requested, the Mare will be healthy and in sound breeding condition. A copy of both sides of the registration papers on the mare must accompany the contract. The Mare Owner warrants that he/she is the owner of record of the Mare. If the Mare is to be bred, then upon or before delivery of the Mare, the Mare Owner must provide the Stallion Manager with the following for the Mare:

(a) negative Coggins test dated within 12 months prior to the delivery of the Mare, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by the Stallion Manager for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for the Stallion Manager to perform such services as deemed necessary for the Mare's well-being and will be at the Mare Owner's expense.

3. CARE OF MARE & FOAL FOR ON-SITE BREEDINGS: For Mares bred on-site the Stallion Manager shall prepare the Mare for breeding and shall conduct the breeding and post breeding care. The Stallion Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, the Mare Owner waives all claims against the Stallion Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond the Stallion Manager's reasonable control or despite the rendering of reasonable and ordinary care. The Stallion Manager shall diligently try to settle the Mare; the Mare Owner agrees to give the Stallion Manager ample opportunity to settle the Mare (having bred her through at least two (2) heat-periods). The Stallion Manager does not offer a Live Foal Guarantee for any mare boarded on the Stallion Manager's premises unless the mare has been pregnancy-checked and is found to be pregnant by the Stallion Manager's veterinarian prior to leaving the premises. IF THE MARE LEAVES BEFORE BEING PREGNANCY-CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES BECOME DUE AND PAYABLE. THE STALLION MANAGER MUST RECEIVE CONFIRMATION OF A PREGNANCY CHECK IN WRITING WITHIN 45 DAYS OF OVULATION, OR THE LIVE FOAL GUARANTEE IS VOID. If for any reason a Mare does not settle, the Mare Owner waives any claim against the Stallion Manager. The Stallion Manager's veterinarian will examine the Mare for normal breeding conditions and will administer care for the Mare and her offspring that the Stallion Manager deems necessary, and the Mare Owner grants to the Stallion Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the Mare and her offspring, the Stallion Manager shall attempt to contact the Mare Owner by telephone prior to taking any required action, but the Stallion Manager's inability to contact the Mare Owner does not abrogate the authority granted to the Stallion Manager by the Mare Owner. The Stallion Manager reserves the right to refuse to accept any mare which is (1) not in proper condition or (2) which does not have all of the records, tests and registration as required herein.

4. BREEDING OF THE MARE BY TRANSPORTED SEMEN: The Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all related breed association requirements concerning the use and handling of frozen semen. The Mare Owner agrees that an individual who is qualified and experienced in the use and handling of frozen semen will perform the insemination. The Mare Owner agrees to use all semen provided by this Agreement for the Mare named in this Agreement and no other without notification and authorization of the Stallion Manager. THE STALLION MANAGER MAKES NO WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO FROZEN SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE STALLION MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE FROZEN SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.

5. EMBRYO TRANSFER: If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then the Mare Owner must notify the Stallion Manager within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion Manager the Stallion Service Fee for EACH pregnancy before ANY breeder's certificate will be issued.

6. VITRIFIED (FROZEN) EMBRYOS: Mare Owner agrees to notify Stallion Manager that the embryo was vitrified within 48 hours of recovery. If vitrified embryos are utilized in the off season (from July 1st through January 31st), then the contract is considered fulfilled. Any further rebreed rights are at the discretion of the Stallion Manager and to be agreed upon up front and in writing. For each embryo not reported, a \$1,000 administrative penalty will be assessed. All frozen embryos being transferred in a later year must be reported to Stallion Manager at the first positive pregnancy check. Mare Owner is required to pay the breeding fee in effect at the time of the first positive pregnancy check.

7. **LIVE FOAL GUARANTEE:** The Stallion Manager hereby provides the Mare Owner with a guarantee that a single live foal will result from the breeding of the Mare to the Stallion. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Manager) during the subsequent breeding season. A non-refundable rebreed fee of \$500 shall be assessed the following breeding year prior to shipment of semen or insemination of mare on-site. This guarantee is void unless (a) Mare is pregnancy-checked and found to be in foal prior to foaling; and (b) Mare Owner notifies Stallion Owner within 7 days of foaling that Mare did not produce a live foal and provides a statement from a licensed veterinarian to that effect. Unless otherwise agreed in writing, this Guarantee shall also be void if Mare Owner sells Mare to a third-party prior to foaling. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the Stallion Manager. Any attempted assignment without the prior consent of the Stallion Manager will, at the option of the Stallion Manager, terminate this Agreement and release the Stallion Manager from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. **If the Mare Owner/Agent fails to re-breed the mare the following year any and all fees become forfeited, the right to re-breed is cancelled, and the Stallion Manager is released from all further obligation of this contract. Any exception will be at the discretion of the Stallion Manager.**

8. The Stallion Manager may charge a \$100.00 office charge for mare substitution fee if a mare is being substituted for a mare that had previously had semen shipped and/or bred on-site during the same breeding season.

9. **STALLION ENROLLMENTS: All nomination fees are solely the responsibility of the Mare Owner. Stallion Owner is not obligated to continue enrollment of the stallion in annual incentive programs past this initial contract year.**

10. **TERMINATION:** If the Stallion dies or in the opinion of the Stallion Manager becomes unfit for breeding, frozen semen may be used at the discretion of the Stallion Manager. If the stallion is sold or if the Mare should die or become unfit to breed, this Agreement will, at the option of the Stallion Manager, immediately terminate, but the Mare Owner shall continue to be responsible for payment to the Stallion Manager for all expenses incurred by the Stallion Manager on behalf of the Mare Owner prior to the Mare and the offspring being removed from the breeding facility. The Stallion Fee (less the non refundable Booking Fee) will be refunded, and the Stallion Manager and the Mare Owner will be released from any further obligation under this Agreement.

11. **THE LIVE FOAL GUARANTEE IN THIS CONTRACT IS NON-TRANSFERABLE AND NON-ASSIGNABLE** and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Stallion Manager may, at his/her discretion, upon application and payment of applicable fees, continue to honor the live foal guarantee granted to the original owner. In the event that the Stallion Manager agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.

12. **ENTIRE AGREEMENT/GOVERNING LAW/VENUE.** This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Texas law governs this Agreement, all of the terms and provisions of which are performable in Denton County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in Denton County, Texas. (UNDER TEXAS LAW (CHAPTER 87, CIVIL PROACTIVE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES).

13. This contract shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto.

Please Return the following:

1. Signed Contract and Paid Booking Fee
2. Copy of Mares Registration Papers, Front and Back
3. Current Negative Coggins and Health Papers (on-site breeding only)

- Please Return the following:
1. Signed Contract and Paid Booking Fee
 2. Copy of Mares Registration Papers, Front and Back
 3. Current Negative Coggins and Health Papers (on-site breeding only)

CHECKS ARE ACCEPTED, BUT NO CONTRACT WILL BE BOOKED WITHOUT A VALID CREDIT CARD ON FILE.

Send Payments & Shipments to:

Capital Quarter Horses, LLC
11201 Merrill Rd
Pilot Point, TX 76258
(940) 324-5952
hillary@capitalqh.com

Registered Mare Owner Name: _____

Name on Card: _____

Address: _____

City, State, Zip: _____

Daytime Phone: _____

Credit Card Number: _____

Expiration:_____

3-digit Security Code:_____

I AUTHORIZE THE STALLION MANAGER TO CHARGE THE ABOVE LISTED CREDIT CARD:

Registered Mare Owner	Date
-----------------------	------

Stallion Manager
Date