



Contracts, Breeders Certificates:
Solo Select Horses, LLC (903) 436-7021
office@soloselecthorses.com

Metallic CATTACK

2023 FROZEN SEMEN CONTRACT

I, _____ (mare owner), hereby agree on _____ (date) to contract with Solo Select Horses. (Breeder) to breed the following mare, _____ (mare name) Reg.No.: _____ to the stallion METALLIC CATTACK (AQHA/APHA 5720633) for the 2023 breeding season (Feb. 6 - July 1) subject to the following terms & conditions.

The Breeding fee is \$2,000.00, which includes:

- \$500 Booking Fee- *Due upon receipt of contract. Non-transferable/Non-refundable and applies ONLY to the calendar year booked*
- \$1,500 Stallion/Chute Fee - *Due before mare is bred on-site or before any semen may be shipped or picked up.*

1. **Breeding to Stallion:** Mare Owner agrees to breed Mare to METALLIC CATTACK, AQHA Registration Number 5720633 ("Stallion") during the 2023 breeding season on the terms and conditions set forth in this Agreement. Mare Owner agrees to deliver to Manager a photocopy of both sides of the Mare's registration papers on or before the Effective Date. The breeding season for Stallion shall be from February 6, 2023 to July 1, 2023.

2. **Term:** This Agreement shall commence on the Effective Date and continue until and including July 1ST of the same calendar year. Mare Owner may cancel this Agreement during the Term solely upon 60 days written notice to Manager.

3. **Fees:** In exchange for breeding Mare to Stallion, Mare Owner shall pay the fees set forth below (by check, money order, PayPal (MUST BE SENT FRIENDS AND FAMILY))

4. **Shipping and Breeding Terms and Conditions:**

(a) Shipping. Shipping will be provided by Solo Select Horses LLC. Mare Owner shall be responsible for sending a request of frozen semen shipment to Solo Select Horses LLC. All shipping fees and expenses incurred are the Mare Owner's responsibility and paid directly to the Solo Select Horses. Please request a quote from the Shipping Agent for any requested shipments. Manager makes no guarantee that frozen semen will be available for transportation on any specific day.

(b) Shipment Limits. Upon payment in full, 2 doses of frozen semen will be provided to Mare Owner. In the event the mare fails to settle after first shipment, (2) additional doses may be purchased for \$850. This cost includes standard FedEx shipping. Each dose of frozen semen is defined as a single insemination unit which includes a minimum of 600 million total sperm, which, upon proper thawing, show at least a 30% post thaw motility. Any semen not used in breeding the Mare must be returned to Manager.

(c) Shipping containers MUST BE RETURNED within 48 hours of receipt. Failure to return the container will incur late fees of \$50/day until receipt by Cinder Lakes Ranch.

(c) Embryo Transfers. If more than 1 embryo is produced from Mare's breeding to Stallion and multiple embryos are transferred, Mare Owner shall notify Manager of same within 48 hours of the transfer of embryos. If embryo transfers result in multiple pregnancies, Mare Owner shall pay the sum of \$2000 to Solo Select Horses for each additional pregnancy prior to issuance of any breeder's certificates.

(d) Breeding. Mare Owner is responsible for breeding Mare by artificial insemination and agrees to comply with all applicable rules and regulations concerning the use and handling of semen and agrees that a licensed veterinarian will perform the insemination of Mare. MANAGER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SEMEN, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.

5. **Limited Live Foal Guarantee:** Solo Select Horses, LLC hereby provides Mare Owner with a limited guarantee that a single live foal will result from the breeding of Mare to Stallion. For purposes of this Section 6, "Live Foal" is defined as a newborn foal that stands alone and nurses from Mare. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season upon compliance with the terms and conditions set forth herein. This guarantee is void unless (a) Mare is pregnancy-checked and found to be in foal prior to foaling; and (b) Mare Owner notifies Manager 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. If the Mare miscarries, proves barren after being pregnancy-checked in foal, or fails to conceive during the normal breeding season, Mare Owner may rebreed Mare to Stallion in the immediately subsequent breeding season, so long as Mare Owner provides Manager with a statement from a licensed veterinarian to that effect. Any re-breeding of Mare to Stallion will be subject to payment of an \$850.00 rebreeding fee prior to commencement of the immediately subsequent breeding season. If Mare Owner fails to exercise the right to rebreed Mare in the immediately subsequent breeding season, Mare Owner's right to rebreed will be cancelled.

6. **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 of Manager of any substitution, Mare Owner shall pay \$50.00 to Solo Select Horses LLC as a substitution fee and Mare Owner agrees to enter into a separate Frozen Semen Breeding Agreement as to the substitute mare.

7. Representations and Warranties: Mare Owner makes the following representations and warranties to Manager and warrants that same are true as of the Effective Date:

1. (a) Ownership. Mare Owner represents that he/she/it owns the Mare or has the right to possession of the Mare.
2. (b) Vaccinations. Mare Owner represents and warrants that the Mare is in sound breeding condition, free from any infection or disease.

8. No Representations as to Stallion Potential: Manager makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.

9. Limitation of Liability and Indemnification: MARE OWNER AGREES TO HOLD HARMLESS AND RELEASE MANAGER AND ITS AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL LOSS, DAMAGE OR LEGAL LIABILITY ARISING FROM DAMAGE TO THE SEMEN OR AS A RESULT OF THE MARE FAILING TO SETTLE OR FROM ANY FAULT OR NEGLIGENCE OF MANAGER AND/OR MANAGER'S AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES. MARE OWNER AGREES IT WILL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION AGAINST MANAGER AND/OR ITS AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES RELATED TO SAME. FURTHER, MANAGER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES OR INJURY ARISING OUT OF OR CONNECTED WITH REPRODUCTION OR OTHER SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING ANY DISPUTE THAT MAY ARISE BETWEEN MARE OWNER AND STALLION OWNER.

10. Status of Parties: The relationship between the Parties shall be that of independent contractors. This Agreement shall not create any franchise, fiduciary, agency, partnership, joint venture, employment, or special relationship between the Parties, except as expressly set forth herein.

11. Breeder's Certificate: Except as otherwise set forth herein, upon notification to Manager of the birth of the Mare's foal, a Breeder's Certificate will be issued to Mare Owner after all fees and expenses have been paid in full by Mare Owner to Manager.

12. Merger, Entire Agreement and Severability: This Agreement contains the entire understanding of the Parties concerning its subject matter and there are no oral or written promises or representations upon which 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.

13. Waiver: The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor delay by any Party in exercising a right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

14. Applicable Law, Jurisdiction, Venue, Attorney's Fees, Limitations: This Agreement shall be construed and governed by the laws of the State of Texas and venue for all disputes shall be proper in Grayson County, Texas. In any dispute arising in any manner out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including pre-litigation investigation and preparation. Any action for claims brought against Manager related to this Agreement, or any loss due to negligence, must be brought within 1 year of the date such loss occurs.

15. TEXAS EQUINE LIABILITY STATUTE. WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Stallion Manager / Agent Signature

Mare Owner and/or Agent —Signature

REMEMBER TO NOMINATE YOUR FOALS TO THESE INCENTIVES AS WEANLINGS!



OWNER INFORMATION

Please complete all parts of owner information or your contract will not be processed.

Owner/Agent: _____

Address: _____

City/State/Zip: _____

Cell Phone: _____ Alt. Phone _____

Email: _____

\$500 DEPOSIT - PAYMENT OPTIONS

Fill out credit-card information below. *A 4% convenience fee applies to all credit card transactions.*

OR

Mail a check made to:

Solo Select Horses LLC

20910 Hwy 377

Whitesboro, TX 76273

The remaining breeding fee and chute fee will be charged to the card on file before semen is shipped. If you prefer to pay your balance with a check, it must be received in the office before your mare is on the list for semen.

CREDIT CARD INFORMATION

Credit Card Type: _____ Credit Card Number: _____

Expiration Date (MO/YR): _____ Security Code: _____

My credit card information is the same as the owner information above

Name on Credit Card: _____

Billing Address: _____

City, State, Zip: _____

Signature Authorization: _____ 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? Y N *Please provide alternate location if not

Saturday Delivery Location: _____

City/State/Zip: _____

Nearest Major Airport: _____

Alternate Airport: _____

To order FROZEN SEMEN, please call the office at (903) 436-7021

PLEASE ORDER YOUR FROZEN SEMEN **AT LEAST 2 WEEKS IN ADVANCE!**

OUR SHIPPING CONTAINERS ARE LIMITED AND SENT OUT ON A FIRST COME, FIRST SERVE BASIS. WE DON'T WANT TO OVERNIGHT YOUR SEMEN
(EXTRA \$\$!) IF WE DON'T HAVE TO!