

**STALLION OWNER CONTACT:**

GERRI SANDERS

TRUE NORTH SHOW HORSES, LLC

gsanders@truenorthshowhorses.com

Phone: (253) 509-8405

**2021 STALLION SERVICE CONTRACT**

This certifies \_\_\_\_\_, herein referred to as "Mare Owner/Agent," has engaged one service to the stallion **GOOD TO BE BLUE, APHA # #1016768**, owned by TRUE NORTH SHOW HORSES, LLC, herein referred to as the Stallion Owner, for the Mare \_\_\_\_\_, Breed \_\_\_\_\_, Reg # \_\_\_\_\_ for the 2021 breeding season beginning February 1 and ending July 1, 2021, unless special arrangements are made in writing. Any deviation from these terms must be specified in writing and signed by the Stallion Owner.

**BOOKING:** Mare Owner *MUST* provide to the Stallion Owner at time of booking:

1. A copy of Mare's Registration papers (front and back) at the time of execution of the Breeding Contract. If breeding a thoroughbred mare, an AQHA assigned "T" Number is mandatory for registration. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.
2. A completed signed copy of breeding contract including information sheets.
3. The \$400.00 Booking Fee.

**ALL paperwork must be submitted prior to any semen shipment.**

The above paperwork can be submitted via e-mail to: gsanders@truenorthshowhorses.com. You can also submit these items online at <https://www.theoffshoreaccountapha.com>. When e-mailing: If you do not receive an e-mail from us at the e-mail you provide within 48 hours confirming that we have received these documents, please give the Stallion Owner a call or text at (253)509-8405.

**FEES:** The following must be paid in full and received by Stallion Owner prior to any semen shipment. All funds are to be paid in USD only and submitted to True North Show Horses, LLC.

1. **Stud & Booking Fee:** The Stud Fee is \$825.00 which includes a \$400.00 non-refundable Booking Fee. The \$400.00 non-refundable Booking Fee is due and payable with this contract. The balance of \$ 425.00 is due prior to shipment of semen.
2. **Shipping Fees:** The Mare Owner is responsible for any collection and shipping costs accumulated. Shipping and pick up costs outlined below include collection cost.
  - FedEx Priority Overnight shipment: \$375.00 per shipment
  - Counter-to-Counter Airline Shipment: \$475.00
  - Pick-up: On-farm pick up is \$175.00 per shipment

**Note: Semen will not be shipped unless a current credit card is on file with the True North Show Horses office or shipping has been prepaid with a check or money order.**

Shipping fees are subject to change, should FedEx and/or UPS rates increase

**CONSIDERATIONS:**

Please contact us for considerations for breeding to World/Reserve World Champion mares or producers. Appropriate Breed Show results documentation must be supplied for Considerations.

**SHIPPING TERMS AND CONDITIONS:** True North Show Horses, LLC and attending Stallion Station shall not be responsible for the costs arising from shipments lost, damaged, or delayed in transit, or condition of cooled semen upon delivery. We have no control of the shipment after it leaves our custody.

**COLLECTION AND SHIPPING:** Mare Owner must provide 24 hours advanced notice for request for a semen shipment. No weekend collections. Regular Collection days are Monday, Wednesday, and Friday. We cannot guarantee delivery on late calls but will do our best to provide service. Stallion Shipment request forms **MUST** be received by 9am CST to ensure shipment the same day. When a request is submitted late we will try our hardest to accommodate you if at all possible. However, a rush fee will apply. Owner reserves the right to deny shipping requests for any reason, including, but not limited to an untimely request.

**MARE BREEDING CONDITION:** Mare Owner represents and warrants that the mare is in sound breeding condition and free from infection and disease. Any mare certified by the attending veterinarian not to be, in his opinion, in sound breeding condition, shall not be bred. Upon that determination, Mare Owner may substitute another mare within that breeding season for breeding to Stallion, subject to all the terms and conditions of this breeding contract. If multiple shipments are requested, Stallion Owner reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments.

**COOLED SEMEN HANDLING:** Mare Owner agrees to assume responsibility for all the facets of breeding the mare and agrees to comply with all APHA, AQHA, or other pertinent breed registry requirements as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the mare named in this contract.

**LIVE FOAL GUARANTEE:** Live foal means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. It is understood that if the mare proves barren, aborts her foal or if the foal is born stillborn, a return season will be guaranteed the following year only, provided proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from act or omission of the Mare Owner. The nonrefundable re-breed fee is \$300.00 plus all applicable shipping/pickup charges. If the Mare Owner fails to re-breed the mare the subsequent breeding season, then any and all fees become forfeited, the right to re-breed is cancelled and the Stallion Owner is released from all further obligation of this contract unless otherwise agreed in writing and signed by both parties.

**COLOR FOAL GUARANTEE:** The Color Guarantee will apply to APHA registered mares only. If the resulting foal is solid in color and not eligible for regular paint registry as per current rules with the APHA registry, the mare may be re-bred in the 2022 season only, provided the re-breed fee of \$400.00 plus 2022 applicable shipping/pickup charges is paid. Any foal which is solid in color must be DNA tested to ensure that it is not eligible for registry under RG 070 in order to qualify for the color re-breed guarantee. A mare owned by same owner may be substituted upon approval of Stallion Owner. If the Mare Owner fails to re-breed the mare the subsequent breeding season, then any and all fees become forfeited, the right to re-breed is cancelled and the Stallion Owner is released from all further obligation of this contract unless otherwise agreed in writing and signed by both parties.

The Color Guarantee re-breed must be used on the original mare in the calendar year that the ineligible regular registry foal was born. Any changes of mare must be authorized by Stallion Owner in writing.

A Color re-breed is non-transferable

**MULTIPLE FOALS:** This agreement provides for one foal for the 2021 breeding season from this mare. Should more than one embryo or foal result from such breeding, the Mare Owner must notify the Stallion Owner within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion Owner the Stallion Fees for EACH pregnancy before ANY breeder's certificates are issued. Such payment shall be due within 60 days of confirmed pregnancy in order to receive a certificate for the additional foal(s).

**BREEDER'S CERTIFICATE:** Stallion Owner will require notification of breeding dates in order to submit a stallion breeding report for your mare. Upon notification of the birth of a live foal and after all fees and expenses have been paid, a Breeder's Certificate will be issued to the Mare Owner. Late notification of breeding dates may result in additional fees at Mare Owner's expense to be put on the stallion breeding report.

**ASSIGNMENT OF CONTRACT:** Should the mare be sold, the breeding provided by this contract as well as all terms of this contract transfer to the new owners with written consent of Stallion Owner.

**TERMINATION:** If the Stallion dies, or is sold or becomes incapable of servicing mares for any reason, and mare has not been bred, all fees accrued will be due and the Parties to this Agreement will be released from further liability.

**RETURNED CHECK POLICY:** In the event the Mare Owner's check is returned for insufficient funds, Mare Owner is responsible for a returned check fee in the amount of \$50.00. Reimbursement for returned check and returned check fee must be made by money order, cashier's, certified check or by credit card.

**WARRANTY:** No warranties whatsoever, expressed or implied, shall accompany a breeding transferred by this Agreement. No guarantee of delivery of shipped semen within a certain time period or guarantee that shipped semen will safely reach the insemination point without losing some integrity, quality or characteristics is given by this Agreement.

**VENUE AND JURISDICTION:** This contract will be governed by the laws of the State of Texas. 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. If any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Grayson County, Texas.

#### **ADDITIONAL PROVISIONS:**

1. This Agreement shall become a binding contract on both parties, subject to the terms and conditions under Texas Law when Mare Owner has paid the Booking Fee and sent to Breeder a signed copy of this Agreement together with a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and Breeder accepts and so notifies the Mare Owner.
2. Mare Owner agrees that nothing shall be posted or shared via social media or other means that could be negatively construed regarding the Stallion, True North Show Horses LLC, the stallion station, or any other affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. True North Show Horses LLC reserves the right to terminate this contract in such case. Any offending Mare Owner will, in such instance, immediately forfeit any rights to a breeding granted by this contract and this contract will terminate, with any outstanding balances owed by Mare Owner surviving termination.
3. This contract shall serve as the entire Agreement between Stallion Owner and Mare Owner, voiding any prior verbal or written agreements. Any additions to this agreement must be in writing and signed by both parties.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



## PAYMENT INFORMATION FORM:

Please fill out each item legibly for our records & yours.

All payments must be made by credit card or check in US funds.

**PAYMENTS MUST BE RECEIVED IN FULL PRIOR TO SEMEN BEING SHIPPED.**

**Credit Card Information & Authorization. A 4% nonrefundable fee will be added to any credit card payment.**

**Name On Card:**

<b>Billing Address</b>
<b>City</b>
<b>State</b>
<b>Zip Code</b>
<b>Credit Card #</b>
<b>Exp. Date</b>
<b>Security Code</b>
<b>Futurity Breeding: Indicate YES or NO      Name of Futurity Breeding:</b>
<b>Discounts</b>
<b>Total amount to charge at Contract signing</b>
<b>Balance due before 1st shipment</b>

**Signature of Cardholder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing, you authorize Stallion Owner to charge the credit card identified above for the listed amount and any future charges and fees associated with customer requested services, whether written or telephonic, including but not limited to stallions fees, breeding, and transported semen . I authorize Stallion Owner to charge the full amount of all fees and expenses due for each transaction. This authorization will remain in effect until I provide 30 days advance written notice, terminating said payment authorization.

**CHECKS:** Checks should be made payable to [True North Show Horses, LLC](#), and mailed to the following address: 1282 Patton Road, Collinsville, TX 76233.



### SHIPPING INFORMATION:

<b>Business Name</b>	
<b>Contact Person</b>	
<b>Physical Address</b>	
<b>Phone #</b>	
<b>* Please note: check the availability of Saturday FedEx delivery</b>	
<b>Saturday Delivery Available At Above Address: ____ Yes ____ No      If checked no, please provide a Saturday address below</b>	
<b>Address for Saturday Delivery Only</b>	
<b>Preferred Airport</b>	

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### VETERINARIAN:

<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone #</b>	

### MARE INFORMATION:

<b>Mare's Registered Name</b>	
<b>Breed</b>	
<b>Registration Number</b>	
<b>2nd Registration Number (if applicable)</b>	
<b>Owner's Name (as appears on registration papers)</b>	



**MARE OWNER INFORMATION:**

<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Home Phone #</b>	
<b>Cell Phone #</b>	
<b>Email Address</b>	
<b>Agent Name (if applicable)</b>	
<b>Agent Phone # (if applicable)</b>	