

# Mecom Blue

## 2021 ICSI Semen Contract

I, \_\_\_\_\_ (“Mare Owner”), hereby agree to breed my mare \_\_\_\_\_ Reg. # \_\_\_\_\_ (“Mare”) to the stallion Mecom Blue (“Stallion”) Reg. # 4190409 for a fee of \$1500.00 (the “Stallion Fee”).

I hereby further agree and understand as follows:

1. The \$1500 stallion fee is due and payable upon the execution of this Contract. This Contract, complete and intact, along with the \$1500.00 stallion 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-transferrable without the approval of the Stallion Owner. All Mare substitutions must be submitted to the Stallion Owner in writing with a copy of substitution Mare’s registration papers. 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 of Mare’s departure from breeding facility. All expenses fees must be fully paid before Stallion Owner will enter into any agreement for the rebreed of Mare. Any and all rebreeds will be for the following year only.
2. Failure to breed mare in 2021 will cause the Contract to be cancelled and all money paid forfeited. If Mare is brought to be bred and a pregnancy is not obtained, the \$1500.00 stallion fee will carry over to secure a breeding for the following breeding season only (2022).
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 another qualified facility of Mare Owner’s choice for harvesting oocytes.**
4. **If Mare Owner collects one or more embryos and elects to freeze them for use in a subsequent year, please see provisions below applicable to frozen embryos.**
5. 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

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neither the Stallion Owner, Washington Animal Clinic, nor their representatives shall be liable for any costs or damages relating to Mare.

6. If the ICSI procedure does not produce a pregnancy in the 2021 breeding year, because stallion fee has been paid up in full the breeding will be carried over to 2022.
7. Mare's registration certificate or a photo static copy of the front and the back of the certificate must be furnished.
8. Mare must be tested for **HERDA** as a prerequisite to a breeding. If Mare is determined to be a carrier, then Mare Owner assumes all risk, liability, damages, and other consequences if Mare Owner elects to proceed with breeding to Mare.
9. This Contract provides for one (1) live foal and one (1) breeder's certificate.
10. 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.
11. Waiver of Liability Mare Owner hereby waives any responsibility of Stallion Owner, Washington Animal Clinic, and their respective representatives ("Released Parties") for accidents, sickness, or death to Mare and/or foal. Furthermore, Mare Owner hereby agrees 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 Mare and foal, and hereby covenants not to sue Released Parties and to hold Released Parties harmless from any loss related to 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.
12. 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 enforcing this contract.
13. Mare Owner hereby grants to Stallion Owner a security interest in Mare, any foal born to Mare as a result of the breeding completed in this Contract, and the

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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 unmetered, direct or contingent, and any renewals or extensions or substitutions therefore.

14. 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 Washington County/Brenham, Texas.
15. Stallion Owner reserves the right to participate or not 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 2021 breeding year.
2. Stallion Owner agrees to provide breeding certificates for foals resulting from embryos frozen during the year 2021, but ONLY for those embryos which (i.) Mare Owner 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 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 the 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. The Stallion Fee of \$1500.00 **per embryo** shall be paid when the recipient mare carrying the transferred embryo is checked to be forty-five (45) days in foal.
5. Stallion Owner shall offer a live foal guarantee as previously stated in Paragraph 12 above. If a recipient mare, previously checked to be in foal forty-five days,

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does not produce a live foal. Mare Owner must comply with the proper notice and other provisions of Paragraph 12 above before a return breeding will be issued.

6. There is **NO** HERDA foal guarantee.

**Contact and Correspondence:**

Betsy Jones

tana1@yahoo.com

Office: 979-277-0600 ~ Fax: 979-277-0600

Cell: 979-277-4964

Or

Brittney at Washington Animal Clinic

979-836-4531

**Please return contracts to:**

Wichita Ranch

4007 Hwy 290 E.

Brenham, TX 77833

Or

Washington Animal Clinic

2100 TX-36

Brenham, TX 77833

Make Checks Payable to Wichita Ranch

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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

# Mecom Blue

**Accepted** (Stallion Owner):

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By

Date

Breeding Facility where embryo will be transferred to:

Name of Facility: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Stallion Fee Balance: \$ \_\_\_\_\_ Paid by Check # \_\_\_\_\_