

STALLION SERVICE  
CONTRACT

2021-22 SMART CHIC OLENA<sup>R</sup>

This Agreement on \_\_\_\_\_, 2021, by \_\_\_\_\_ (mare Owner and between *Smokin Gun Performance Horses*

- a. The term "Mare" as used herein shall refer to the above referenced Mare and, where applicable, to a foal by her side; and
- b. The Mare Owner agrees that breeding services be performed at Colorado State University, EquiEmbryo, Texas A & M University, or \_\_\_\_\_ through the ICSI process.

The Mare Owner hereby agrees to breed the following described mare ("Mare"): \_\_\_\_\_

FROZEN ICSI - \_\_\_\_\_

MARE INFORMATION

MARE NAME:		
REGISTRATION #:	BREED:	YEAR FOALD:

BREEDING FACILITY WHERE EMBRYO WILL BE TRANSPORTED TO

NAME OF FACILITY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

MARE OWNER/LESSEE INFORMATION

NAME:		
COMPANY NAME:		
BILLING ADDRESS:		
CITY:	STATE:	ZIP:
DAYTIME TEL:	EVENING TEL:	
CELL:	FAX:	
EMAIL:		

To the Following Stallion ("Stallion"):

NAME: SMART CHIC OLENA <sup>R</sup>	REGISTRATION #: 2283074
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Further, it is agreed as follows:

PAYMENT PROVISIONS

1. Mare Owner shall pay a non-refundable booking fee of: \$1000.00 (Included in the \$5000, 2021-2022 breeding fee).
2. The remaining unpaid balance of the breeding fee \$3500 shall be due prior to breeding. Mare Owner may not remove the recipient(s) from the Stallion Manager's possession until all expenses and fees due hereunder are paid in full.
3. If the mare results in multiple pregnancies, the Mare Owner is responsible to pay **Smokin Gun Performance Horses**, the additional breeding fee(s) of 2750 for each additional pregnancy. Mare Owner may not remove the recipient(s) from the breeding facilities possession until all expenses and fees due hereunder are paid in full. All fees must be paid in full before ANY breeder's certificates(s) will be issued. All embryos made must be used or Frozen they may not be disposed of for any reason. If mare owner can not keep the embryos for any reason they will become the property of Smokin Gun Performance Horses/Trevor and Tiffany Bond.
4. If mare owner collects one or more embryo and elects to freeze them for use in a subsequent breeding year. The stallion fee of \$5000 per embryo should be paid as follows. (a) \$1000 non-refundable deposit for each embryo, To be paid to stallion owner prior to embryo being frozen; and (b)\$4,000 balance paid when recipient mare carrying the transferred embryo is checked to be 45 days in foal. (No LFG on frozen embryos)

GENERAL PROVISIONS

5. Stallion owner reserves the right to participate or not participate in any incentive program, with or without notice to Mare Owner.

6. Mare Owner shall hold Stallion Owner and or Smokin Gun Performance Horses, and their agents, servants and employees, harmless for any death, sickness, disease, accident, theft, death or injury which may be suffered by the Mare and or her foals, as well as from any consequential damages arising there from, as well as from any other cause of action whatsoever arising out of, or connected in any way with the activities undertaken hereunder, regardless if the same results from Stallion Owner's or Smokin Gun Performance Horses own negligence.
7. Live Foal Guarantee (DOES NOT APPLY TO FROZEN EMBRYOS for subsequent breeding years or for additional pregnancies,) A live foal means the foal shall stand and nurse. Any live foal from initial or subsequent pregnancies, fulfills live foal guarantee.
8. The Stallion is bred to a full book of mares each year. This book is determined by the number of mares that the stallion manager anticipates being able to breed successfully during the breeding season. It is always the goal of the Stallion Manager to get the mare bred as soon as possible after her arrival at the farm. However, there may be times during the season when there are more mares in heat that can be bred on a given day. During these times the Stallion Manager must give priority to some mares over others. There are several factors that influence this decision. For example, priority may be given to mares that are maintained on the farm, opposed to mares that are hauled in with a breeding follicle. The Stallion Manager will do all that is possible to minimize lost breeding cycles in mares.

#### LIVE FOAL GUARANTEE PROVISIONS

9. As defined herein, "Live Foal" shall mean that the newborn foal stands and nurses without assistance for the first 24 hours. Failure to stand and nurse shall be evidenced by a written statement from a Licensed Veterinarian within one week from death. Such guarantee entitles Mare Owner to a re-breeding of the Mare to the Stallion in the following breeding season only. Costs associated with any reproductive services or mare care in the following breeding season shall be the responsibility of the Mare Owner. Live Foal Guarantee shall apply only if mare is pregnancy checked "safely in foal" by a licensed veterinarian at 12-21 days after breeding by ultrasound, or if ultrasound is not available, no later than 30 days following insemination. Mare Owner agrees to provide Stallion owner with written notification, signed by licensed veterinarian no later than 45 days following insemination.
10. If Mare miscarries, aborts or fails to conceive, the Mare Owner is entitled to a re-breeding of the Mare during the current season or the following season only, provided all fees and expenses have been paid. A Veterinarian's Certificate is required. All chute fees for a re-breeding shall be borne by the Mare Owner.
11. If the Mare dies or becomes unfit to breed, the Mare Owner is entitled to a re-breeding of another mare during the current season or the following season only with a substitute mare approved by Stallion Owner and which otherwise meets the requirements of this Agreement,, with no additional breeding fee, provided all fees and expenses have been paid. A Veterinarian's Certificate is required. All chute fees for a re-breeding shall be borne by the Mare Owner.
12. Mare shall be vaccinated by a Licensed Veterinarian or by Mare Owner with vaccine dispensed by licensed veterinarian as follows:
  - a) At 5, 7, and 9 months, for Rhinopneumonitis; and
  - b) At 10 months for sleeping sickness, tetanus and equine influenza.Proof of vaccination may be required. Failure to administer such vaccinations shall void the Live Foal Guarantee. Mare shall be de-wormed every 90 days throughout pregnancy. Proof of such de-worming, or approved alternative protocol is required. Failure to follow such de-worming schedule shall void the live Foal Guarantee.
13. The Live Foal Guarantee in this Contract is non-transferrable and non-assignable. Should the mare be sold or otherwise disposed of prior to the birth of the foal, the Live Foal Guarantee shall be void. However, the Stallion Owner may, in its sole discretion, upon a new application and payment of a booking fee, continue to honor the Live Foal Guarantee granted to the original Mare Owner, such intent to be reflected in a writing signed by Stallion Owner and the new Mare Owner, with the new Mare Owner agreeing to be bound by all of the the terms and conditions of this Agreement.

#### MISCELLANEOUS PROVISIONS

14. **LIMITED, NON-EXCLUSIVE, NON-TRANSFERABLE, NON-ASSIGNABLE LICENSE TO USE Smart Chic Olena TRADE MARK:** Mare Owner acknowledges and agrees that Stallion Owner owns all right, title and interest in and to the Smart Chic Olena trademark ("Smart Chic Olena Mark") and recognizes the good will associated with the SMART CHIC OLENA Mark. Mare Owner agrees that such goodwill belongs exclusively to Stallion Owner and that Mare Owner shall NOT acquire any proprietary rights in the SMART CHIC OLENA Mark or its goodwill by virtue of this Agreement. Mare Owner shall be permitted to utilize the SMART CHIC OLENA Mark for the sole and limited purpose of referencing that the Live Foal was sired by SMART CHIC OLENA. When using the SMART CHIC OLENA Mark in any marketing or informational materials, including but not limited to websites, Mare Owner must ensure that (i) the SMART CHIC OLENA Mark must never be used as, or be incorporated into, Mare Owner's trade name, trademark, or domain name; (ii) its reference to SMART CHIC OLENA must not create a sense of endorsement by, sponsorship, or association with Smokin Gun Performance Horses or its products or services. Rather, the SMART CHIC OLENA Mark may only be used in referential phrases such as "sired by SMART CHIC OLENA " or "offspring of **Smart Chic Olena**"; (iii) when referencing Smart Chic Olena a statement must appear that "Smart Chic Olena<sup>R</sup> is a trademark of Trevor and Tiffany Bond/Smokin Gun Performance Horses; must be provided.
15. This Agreement shall not be assigned or transferred by either party without the express written consent of the other, which consent may be withheld by such party in its sole discretion.
16. Except as set forth in Paragraph 3 & 4 this Agreement provides for one (1) live foal and one (1) breeder's certificate.
17. A Breeders Certificate will be issued upon notification to Smokin Gun Performance Horse, of the birth of the foal and the breeding fee and all expenses have been paid in full. This Agreement constitute the entire agreement between the parties with respect to the matters contained herein and supersedes all written or oral agreements, understandings, representations, negotiations and correspondence between the parties. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or uses or trade and may only be amended or modified by a written instrument duly executed by the parties hereto.
18. Stallion Owner and Stallion Manager shall have a lien on the mare and any foal for unpaid services arising under this agreement.
19. **Termination.** If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of the Stallion Manager, the stallion fee (less the non-refundable Booking Fee) will be refunded, and the Stallion Owner and the Mare Owner will be released from any further obligations under this contract. *ICSI contract*
20. No consent or waiver express or implied, by either party to any breach or default by the other party in the performance of any of the obligations or conditions of this Agreement shall be construed to be a consent to or waiver of any other breach or default by such party. Failure on the part of a party to complain of any act or failure to act by the other party, or failure to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.
21. This Agreement shall be binding upon parties, their heirs, agents, personal representatives, executors, administrators, successors, and assigns.
22. This Agreement is governed by, and shall be construed under the laws of the state of Texas.
23. **Notices:** All notices which are required or permitted to be given hereunder shall be sent by United States mail, registered or certified, return receipt requested, postage prepaid, or by hand delivery or by recognized overnight courier capable of generating a receipt for the delivery (such as FedEx or UPS), addressed to the party to whom the notice is directed at the address as set forth at the beginning of this Agreement, or to such other place as either party may

designate in a written notice provided to the other. All notices shall be deemed delivered three (3) days after deposit in a designated postal depository if sent by certified or registered mail, upon delivery to the address of the addressee if hand delivered, or one (1) business day after delivery to the overnight courier if sent by overnight courier.

- 24. **Severability:** If any of the terms and provisions hereof shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or provisions hereof.
- 25. **Headings:** The paragraphs headings in this Agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope of intent of any of the provisions of this Agreement.
- 26. **Attorneys' Fees:** The prevailing party in any judicial action shall be entitled to recover its reasonable costs and attorney's fees from the non-prevailing party.
- 27. **Counterparts:** This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

This contract, complete and intact, must be returned to **Smokin Gun Performance Horses** office for approval signature. This contract becomes valid upon the signature of Stallion Owner or it's authorized agent. This contract is non-transferable without the approval of the Stallion Owner or it's authorized agent.

**Trevor and Tiffany Bond:**

\_\_\_\_\_ / /  
*Stallion Owner/Authorized Agent*                      *Print Name/Title*                      *Date*

**Mare Owner:**

\_\_\_\_\_ / /  
*Mare Owner (or authorized agent), Owner*                      *Print Name/Title*                      *Date*