Please check the appropriate box

☐ **New Breeding**

☐ **Rebreed**

☐ **Stallion Service Auction:**

Name of SSA_____

This Contract is made and entered into this _____ day of _____, 20_____, by and between _____ (Mare Owner/ Agent) and Terry Bradshaw Quarter Horses (herein referred to as "Breeder"). Mare Owner/ Agent agrees to breed the Mare registered as _____, Registration _____ to the Stallion_____ during the **_2027_** Breeding Season commencing February **__1, 2027___**and ending **__May__ _31_, 2027.**

This Contract set forth all rights and responsibilities of the individual Parties

1. **Breeding Fees**
   a. The Stallion Breeding Fee is **$1,000.00**
   b. The Stallion Breeding Fee **MUST** be paid in **FULL** prior to shipment being sent.
2. **Collection & Processing Fees**
   a. **$300.00** Fee per shipment for Federal Express Overnight Delivery
   b. **$400.00** Fee per shipment for Same Day Air Services
   c. **$100.00** Fee per shipment if picking up at Breeder Location
      i. **ALL SHIPPING FEES MUST BE PAID AT THE TIME OF SHIPPING!!!**
      ii. **TBQH SHALL NOT BE RESPONSIBLE FOR ANY COSTS DUE TO SHIPMENTS LOST, DAMAGED OR DELAYED IN TRANSIT OR CONDITION OF THE SEMEN WHEN DELIEVERED. TBQH HAS NO CONTROL ONCE SHIPMENT LEAVES OUR FACILITY!!**
   d. **$300.00 One-time Per Year Per Mare** Chute Fee on **ALL** Breedings
3. **Registration Papers**
   A Photocopy front and back of Mare's registration papers are required with the signing of this contract.
   a. The Mare Owner/ Agent agrees the mare offered for breeding shall be in sound breeding condition and free from infection or disease.
   b. A negative uterine culture may be required on maiden and/or open mares prior to shipment.
4. **The Equitainer-**
   Used to ship semen is the sole property of Terry Bradshaw Quarter Horses. The Mare Owner is responsible for returning the container to the Breeder at Mare Owner's Expense via Federal Express or UPS 2 Day Air. There will be a $25 per day late fee charged on all containers not returned in the allotted time.
5. **Semen Shipment Orders**
   a. Shipping days will be **Monday , Wednesday , & Friday**
   b. Semen orders must be placed no later than 5:00 pm Central Time on the day before collection or shipping day. Email orders will NOT be accepted! MUST CALL to place an order!
   c. On occasion, there may be insufficient semen to fulfill all semen requests. Priority will be given to those deemed "Most likely to settle" on this date as determined by information provided by Mare Owner's Veterinarian or breeding technician and first come first serve basis.

6. **Live Foal Guarantee**
   a. Stallion Owner guarantees that a single live foal will result from the breeding privilege granted herein
      i. The term "Live Foal" means that one foal resulting from the breeding

1. Stands Alone/ Unassisted
2. Nurses
3. Lives for twenty- four (24) Hours

ii. It is understood that if the Mare proves barren, aborts her foal or if the foal is stillborn, a return breeding will be guaranteed the following Breeding year
   1. A written certificate by a licensed Veterinarian will need to be on file with the Breeder within 48 Hours that the mare absorbed, aborted, or produced a non-viable foal
   2. Mare Owner verifies in writing that such abortion or death did not result from any act or omission on the part of the mare owner

iii. Once deemed a "Live Foal," stands alone, nurses and lives for twenty- four (24) hours, the stallion owner is not liable and/ or responsible for foal becoming ill, diseased, sick, and /or injured and does not have to provide and /or grant additional shipments or re-breeds to Mare Owner

iv. If a Re-Breed is granted it must be used within **24 months** of the original contract signature date. If a "Live- Foal" is not produced within that time span then Mare Owner forfeits the right to a re-breed, with no refund to be issued to the Mare Owner.

7. **Multiple Foals**- It is agreed by the Stallion Owner and Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the mare named above. It is the intent of the Stallion Owner that only one mare per contract be inseminated with transported semen. When utilizing Embryo Recovery and Transfer, more than one embryo results from a breeding, Mare Owner agrees to pay an additional Stallion Service Fee within 45 days of insemination in order to receive a breeding certificate for additional foals.
8. **Substitutions**- If above named Mare dies or becomes unfit for service during the breeding season, the Mare Owner may substitute another mare that is agreed to by the Mare Owner and Stallion Owner
9. **Cancellation of Contract**- If the above-named Mare dies, **is sold**, or becomes unfit for service during the breeding season, this contract shall become null and void. The Stallion Breeding Fee if paid in full; will be refunded to the Mare Owner **ONLY** if the above Stallion Dies **AND** the Mare proves barren or does not produce a live foal. **For no other reason than the Stallion dying will money be refunded.**
10. **Litigation**- Any litigation that may result from this contract must take place in Montague County, TX only. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of TEXAS. All objections as to the venue are waived.
11. **Waiver of Liability**- Terry Bradshaw Quarter Horses, nor the Owners and or Agents, employees, officers, directors, Veterinarians or guest shall not be held liable and shall be released and held harmless from any and all claims, causes of actions, expenses and damages of any nature resulting by the released parties in connection with the custody and care of the Mare and/or Foal.
12. **Liquidated Damages**- Should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including but not limited to, a dispute alleging that Breeder has breached his Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of $2,500.00.
13. **Contract**- This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. Additional agreements must be individually initialed by the parties. When Mare Owner and Breeder sign this contract, it will be binding on both parties, subject to the above terms and conditions.

RECOMMENDATIONS- The use of Regu-mate can increase pregnancy rates after ovulation. PLEASE talk with your vet or breeding specialist about your specific mare and **FOLLOW** their recommendations. It is less expensive to put a mare on Regu-mate and sustain the pregnancy and wean off Regu-mate later, than repeat a cycle and shipping fees

Mare Owners Name: _____

Mare Owners Billing Address: _____

Mare Owner Email: _____

Mare Owner Phone Number: _____

Credit Card Information: ***** CREDIT CARDS WILL BE CHARGED FOR SHIPPING FEES ON DAY OF SHIPMENT!!!*****

*****Stallion Breeding Fee will be paid with CC if not paid by time of first shipment*****

Name on Card: _____

Card #: _____

Exp Date: _____CVV: _____ Billing Zip: _____

*** A 4% Credit Card Fee will be applied if paying by CC.***

Shipment Shipping Address:

Saturday delivery address if different:

_____

Closest Airport if CTC shipping is requested:

_____

Mare Owner Signature & Date:

_____

IF PAYING BY CHECK: PLEASE ISSUE TWO SEPARATE CHECKS

Stallion Breeding Fee: Deanna Darroh ($1350.00)

Chute & Shipping Fees: TBQH

Terry Bradshaw Quarter Horses

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