

STALLION OWNER: Mary Webre 18156 FM 359 Hempstead, TX 77445

STALLION MANAGER: ANDRES RADA

To Order Semen: Call Austin Norman (979)-530-6578 email: [Austin@mrsherlock-holmes.com](mailto:Austin@mrsherlock-holmes.com)

1. I hereby agree on \_\_\_\_\_ to breed the mare, \_\_\_\_\_, hereinafter referred to as Mare (Registration # \_\_\_\_\_ Year Foaled \_\_\_\_\_) to the Stallion, MR SHERLOCK HOLMES, AQHA Registration #5425339, for the 2024 season. The 2024 stud fee shall be \$1,750; this includes a nonrefundable booking fee of \$500 payable with this agreement, and reserves in the stallion's book a 2024 breeding for the mare. DOMESTIC SHIPMENTS WILL BE \$300.00 PER SHIPMENT, PLUS A \$300.00 COLLECTION FEE. Semen will only be shipped next day, NO SAME DAY PRIORITY. Semen shipping days begin February 12, 2024, and collect Monday, Wednesday & Friday until June 30th, 2024. Mare owner must call agent 24 hours prior to requested collection times. Agent will provide mare owner with a tracking number once semen has been shipped. Each shipment will contain enough semen to inseminate one mare. Extra doses may be sent but are not guaranteed. Casa De Los Cielos is not responsible for shipments once semen leaves our custody. Semen is available on a first come, first served basis. We have no control of the shipment once it leaves our facility.

2. Live Foal Guarantee: a. A Live Foal Guarantee will apply for the following breeding year only to those mares that conceive and carry a pregnancy at least sixty (60) days from insemination (see other stipulations in contract). b. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if Stallion Manager is notified within seven (7) days thereof and receives a veterinarian's statement confirming death within 7 days. c. Return re-breed privileges shall apply only to the next normal breeding period. d. A non-refundable rebreed Chute Fee must be paid prior to any mare being re-bred. A substitute mare may be used at the sole discretion of the Stallion Manager or the Stallion Owner and ONLY if the original mare has died or is deemed unfit for breeding and meets the same qualifications of the original mare. e. No refunds will be given at any time for any fees for any reason including but not limited to the stallion breeding fee, stud fee, chute fee, semen shipment fee, etc. There are no third year rebreeds.

3. Open Mares or Rebreed Requirements: Stallion Owner requires and Mare Owner agrees that ANY mare that is OPEN or is to be Re-Bred under the terms of this contract MUST have a Clean/Negative Culture emailed/text to the Stallion Marketing Manager prior to the start of breeding season; be under lights by November 30th prior to the next normal breeding season and be ready to be bred prior to the end of February of the next normal breeding season (see additional rebreed information in this contract).

4. Multiple Foals: One Total Breeding Fee equals One Registration Application. Should more than one embryo or foal result from a breeding, ICSI procedure, Frozen Embryo or Embryo Transfer, etc., the Mare Owner must pay an additional Total Breeding Fee for EACH additional embryo within forty-five (45) days of the last breeding in order to receive a breeder's certificate for additional foals or the offspring may not receive a breeder's certificate. Any late notifications (past November 30 of current breeding season) will require Mare Owner to pay an additional \$250.00 late fee in order to add additional mare to the stallion breeding report.

5. Cancellation of Contract: The Live Foal Guarantee in this contract is non-transferable, non-assignable and should Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. No refunds will be given at any time for any fees including but not limited to the stallion breeding fee, stud fee, chute fee, semen shipment fees. The parties further agree that should the Stallion die, be sold or become unfit for service for any reason, then this contract shall be cancelled and both parties are relieved of any further obligation hereunder except that the Mare Owner shall pay for all other expenses actually incurred

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2024 Mr Sherlock Holmes Breeding Contract

including but not limited to the payment of any outstanding fees including breeding fees, shipped semen fees, etc. This breeding may never be sold.

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6. Breeder's Certificate will be issued to the mare owner only after all expenses have been paid in full and upon notification of the birth of the foal. Only one Breeder's Certificate will be issued 3 for each Total Breeding Fee paid; ICIS procedures and/or Embryo Transfers that result in two or more embryos and two or more foals born and each must have a separate Total Breeding Fee paid within forty-five (45) days of the last breeding date.

7. Litigation: The parties acknowledge that this agreement is made and performed within the

County of Waller, State of Texas. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the State Court located in Waller County, Texas and shall be construed and enforced under the laws of the State of Texas. All objections to venue are waived. Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual total breeding fee that was paid as listed on page 1 of this contract.

8. Waiver of Liability: If any section of this agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement, and other sections shall remain in full force and effect. This contract may be executed in any number of counterparts which, taken together, shall be considered as a single contract, and may be transmitted via text, email, etc. with signatures binding the party so signing.

9. 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 Stallion Owner 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 actual total breeding fee that was paid as listed on page 1 of this contract.

10. Contract: When the mare owner signs and returns this contract to the Stallion Marketing Manager and the Stallion Marketing Manager signs this contract, it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties there to.

11. Registration Papers: A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Papers will be recorded on the Stallion Breeding Report.

Mare Owner:

Signature MareOwner/Agent: X \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City/State/

Zip: \_\_\_\_\_

Telephone: (Cell): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

STALLION MARKETING MANAGER SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

Shipping Details

Name: \_\_\_\_\_

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

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

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT. STALLION MARKETING MANAGER

WILL PROCESS CONTRACT AND

RETURN COPY VIA EMAIL TO YOU.

Mare Owner Information

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ -

Owner Name Phone Number

Address City State Zip Code

Mare Information

Name of Mare AQHA Registration Number

Credit Card Information

Name on Credit Card Visa/MasterCard/Discover/AMEX

Credit Card Number Expiration

Security Code

Payment Authorization Agreement

In accordance with CASA DE LOS CIELOS billing Policy, I understand that any outstanding balance is required to be paid prior to shipment or leaving the Ranch. I understand that, upon my request, Casa De Los Cielos will provide a detailed invoice of all fees and expenses billed to my account for the above-referenced credit card. I certify that I am an authorized user of this credit card and I will not dispute the payment so long as the transaction corresponds to the terms indicated in this Agreement. With your signature below you understand there will be a 3% convenience fee for all credit card transactions.

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Signature Date

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