

MR SHERLOCK HOLMES

18156 FM 359 Hempstead TX 77445

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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 2025 season. The 2025 stud fee shall be \$1750; this includes a nonrefundable booking fee of \$500 payable with this agreement, and reserves in the stallion's breeding book, a 2025 breeding for the mare. DOMESTIC SHIPMENTS WILL BE \$300.00 PER SHIPMENT, PLUS a one time annual \$300.00 CHUTE FEE. Semen will only be shipped next day, NO SAME DAY PRIORITY. Semen shipping days begin February 10, 2025, and collect Monday, Wednesday & Friday until June 20th, 2025. 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. Semen is available on a first come, first served basis. Casa De Los Cielos LLC is not responsible for shipments once semen leaves our custody. **Initials:** _____
2. Live Foal Guarantee: A) A live foal is described as a newborn foal that stands and nurses without assistance for 24 hrs. 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. B) Return re-breed privileges shall apply only to the next breeding year. C) 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 Owner. D) No refunds will be given at any time for any fees for any reason including but not limited to the stud fee, chute fee, semen shipment fee, etc. There are no third year rebreeds. **Initials:** _____
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 shipping. **Initials:** _____
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 \$100.00 late fee in order to add additional mare to the stallion breeding report. **Initials:** _____
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, 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 **IS NOT** transferable. **Initials:** _____

Owner Signature: _____ Date: _____



6. Breeder's Certificate will be issued to the mare owner only after all expenses have been paid in full. One Breeder's Certificate will be issued 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, each must have a separate total breeding fee paid within Sixty (60) days of the last breeding date. **Initials:** _____

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 in this contract. **Initials:** _____

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 by email, with signatures binding the party so signing.
Initials: _____

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 breeding fee that was paid as listed in this contract. **Initials:** _____

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. **Initials:** _____

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. **Initials:** _____

Mare Owner Signature: _____ Date: _____



MareOwner/Agent:X_____ Date_____

Address_____

City/State/_____ Zip:_____

_____ Telephone: (Cell):_____

EMAIL ADDRESS:_____

STALLION MARKETING MANAGER SIGNATURE: _____

Date:_____

Shipping Details:

Name:_____

Address:_____

Phone number:_____

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT. STALLION MARKETING MANAGER WILL PROCESS CONTRACT AND RETURN COPY VIA EMAIL TO YOU.

Owner: Name, Phone Number _____

Address _____

City, State, and Zip Code _____

Name of Mare & AQHA Registration Number _____

Name on Credit Card _____

Credit Card Information _____

Visa/MasterCard/Discover/AMEX

Credit Card Number Expiration _____ Security Code _____

Payment Authorization Agreement In accordance with CASA DE LOS CIELOS, LLC 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 LLC 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.

Signature: _____ Date: _____

