

MR SHERLOCK HOLMES

1. I hereby agree to breed the mare, _____, hereinafter referred to as Mare (Registration # _____ Year Foaled _____) to the Stallion, **MR SHERLOCK HOLMES, AQHA Registration #5425339** (referred to herein as "Stallion") for the 20__ season. This Breeding contract is hereby agreed to on this _____ day of _____, 20____, by Mary Webre owner of Casa De Los Cielos LLC, 18156 FM 359 Hempstead TX 77445 (referred to herein as "Stallion Owner") and between the Mare Owner, _____, whose address appears below (referred to herein as "Mare Owner"). The agent for the Stallion for the 20__ season is the breeding manager at Casa De Los Cielos. The 20__ stud fee shall be **\$1750.00**; this fee includes the **non-refundable booking fee of \$600.00** payable with this agreement, and reserves in the stallion's breeding book, a 20__ breeding for the mare. There is a **ONE time annual CHUTE FEE of \$300.00** and this fee is due with the purchase of the breeding and the submission of the contract. **Initials:** _____

2. **Shipping: DOMESTIC SHIPMENTS WILL BE \$300 PER SHIPMENT.** Semen will only be shipped the next day, **NO SAME DAY PRIORITY.** Semen shipping days begin **February 10, 20____, and collection days are Monday, Wednesday & Friday until June 20th, 20____.** The Farm Semen Pick Up fee is **\$200.00.** **The owner must call the agent at least 24 hours prior to the requested collection time.** The agent will provide the mare owner with a tracking number once the 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-serve basis. After the second shipment of semen, if the mare is still open, the agent requires under the terms of this contract, that a Clean/Negative Culture **MUST** be emailed/texted to the Breeding Manager prior to the next shipment. Casa De Los Cielos LLC is **NOT responsible for shipments once semen leaves our custody.** Semen shipping box must be **RETURNED** within 7 days of shipment or within 7 days from farm semen pickup, or a **\$50.00** charge will be added to the Credit card on file. **Initials:** _____

3. **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) The non-refundable annual Chute Fee of **\$300.00** must be paid prior to a re-breed of the mare. The Stallion Service Fee for a rebreed is **\$600.00** and is **non-refundable.** 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:** _____

4. **Open Mares or Rebreed Requirements:** Stallion Owner 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/texted to the Breeding Manager prior to shipping. **Initials:** _____

5. **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 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 the current breeding season) will require Mare Owner to pay an additional **\$200.00** late fee to add an additional mare to the stallion breeding report. **Initials:** _____



6. **Cancellation of Contract:** The Live Foal Guarantee in this contract is non-transferable, non-assignable, and should the 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, and 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:**_____

7. **Breeder's Certificate:** A 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 **Forty-Five (45) days** of the last breeding date. Any late notifications about Mare's pregnancy status (past **November 30** of the current breeding season) will require Mare Owner to pay an additional **\$200.00** late fee to add an additional mare to the stallion breeding report.
Initials:_____

8. **Litigation:** The parties acknowledge that this agreement is made and performed within the County of Waller, State of Texas. Both parties agree that 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:**_____

9. **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. **Initials:**_____

10. **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 the 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:**_____

11. **Contract:** When the mare owner signs and returns this contract to the Breeding Manager and the Breeding Manager signs this contract, it will then become a binding contract on both parties, subject to the above terms and conditions, except with the written mutual consent of the parties there to. **Initials:**_____

12. **Registration Papers:** A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. The owner recorded on the Registration Papers will be recorded on the Stallion Breeding Report.
Initials:_____

13. **Futurity, Auction, and/or Donated Breeding:** The Chute Fee of **\$300.00** and a Farm Fee of **\$300.00** must be paid with this completed and approved contract prior to semen shipments or Farm pick up.



Mare Owner/Agent: _____ Date: _____
Address _____
City: _____ State: _____ Zip: _____
Phone: (Home) _____ (Cell) _____
EMAIL ADDRESS: _____
Name of Mare: _____
AQHA/APHA Registration Number: _____ Year Foaled _____

Shipping Details:

Name: _____
Phone number: _____
Address: _____
City: _____ State: _____ Zip: _____

PLEASE SIGN AND RETURN ALL PAGES OF THE CONTRACT TO THE STALLION MARKETING MANAGER.
THE CONTRACT WILL BE PROCESSED AND A COPY WILL BE RETURNED VIA EMAIL.

Mare Owner Name: _____ Phone number: _____
Address: _____
City: _____ State: _____ Zip 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 for all fees and expenses billed to my account for the above-reference 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 **5% convenience fee** for all credit card transactions.

Mare Owner Signature: _____ Date: _____

Stallion Representative Signature: _____ Date: _____

Breed Re-Breed

Visa/MasterCard/Discover/AMEX

Name on Credit Card _____

Credit Card Information _____

Credit Card Number Expiration _____ Security Code _____

(Office Amount \$ _____ Paid _____ Invoice # _____)

Online Purchase Credit Card Convenience Fee Discount: Purchase the Breeding and Chute fee online at <https://www.casadeloscielo.com/shop/> and pay a **2.5% convenience fee**.

