

Heart Stoppin
2023 ICSI Contract

This AGREEMENT, made on the date last shown below by and between Voge Quarter Horses (“STALLION OWNER”) and the undersigned Owner or Lessee of the mare described below (“MARE OWNER”):

1. BREEDING: The MARE OWNER hereby engages one service to Heart Stoppin (the “Stallion”) for the following Mare for the 2023 breeding season by intracytoplasmic sperm injection (“ICSI”) at _____ ICSI laboratory pursuant to an “ICSI AGREEMENT” by and between that ICSI laboratory and the MARE OWNER.

Name of Mare, Registration Number and Breed (the “Mare”)

2. BREEDING FEE and BOOKING FEE: The Breeding Fee shall be \$1750, which includes a nonrefundable booking fee of \$500, payable with this Agreement. After payment of the booking fee and upon the successful obtaining of an embryo, the balance of the breeding fee of \$1250 shall be paid together with any other fees due and then shipment of the embryo shall take place. The MARE OWNER shall be responsible for obtaining and furnishing the oocyte(s) to the ICSI laboratory and for all expenses of oocyte retrieval ICSI procedure including but not limited to shipping, embryo transfer, recipient mares, and embryos.

3. LIVE FOAL GAURANTEE: The MARE OWNER will be entitled to a return ICSI breeding for the following year only in the absence of a “live foal” (meaning a foal which stands, nurses and lives for 24 hours) upon proper notification and the payment of a rebreed fee of \$500 and attendant expenses. Proper notification shall be a written certification by a licensed veterinarian within seven days that the mare has aborted or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer as the Mare progresses thru pregnancy. **FAILURE TO PROVIDE APPROPRIATE VACCINATIONS VOIDS THIS PROVISION.** This provision shall be void if the Mare is sold prior to foaling or upon the failure of MARE OWNER to comply with the instructions provided in this Agreement. This provision is also contingent upon frozen semen being available at that time.

4. MULTIPLE EMBRYOS: The payments provided in section 2 are for one foal for this breeding season from this mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee of \$1750 for each additional embryo or resulting foal. Payment of additional Breeding Fee(s) and notification of multiple pregnancies via ICSI are due to Stallion Owner by October 1, 2021. No breeding certificate for any foal shall be issued without such additional payment.

5. FROZEN/VITRIFIED EMBRYOS: If the MARE OWNER should decide to freeze/vitrify embryos, they may only be transferred in the following two years from this contract without prior approval from STALLION OWNER.

6. BREEDERS CERTIFICATES: Upon notification of birth of a live foal, full payment of all fees and expenses, and fulfillment of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue or release online a breeder’s certificate to the MARE OWNER.

7. SEMEN: Frozen semen **ONLY** will be provided to the ICSI laboratory for the use in this ICSI CONTRACT. MARE OWNER needs to supply STALLION OWNER at least 10 days notification prior to ICSI procedure of ICSI Laboratory that is to be utilized to allow for transport of frozen semen to this facility.

8. HERDA STATUS STATEMENT: Initial here that you are aware that Heart Stoppin is a Herda carrier and only mares that are Herda N/N will be booked. _____

9. WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THIS AGREEMENT.

10. AGREEMENT: This Agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Texas; and f) shall be binding upon the heirs, personal representatives, successors and permitted assignees of

