

# 2022 ICSI Breeding Contract

This contract provides for one (1) live foal and one (1) breeders certificate.

This certifies \_\_\_\_\_, here referred to as Mare Owner/Agent, has engaged one service to the stallion, *Iron Enterprise*, AQHA #4035047, for the mare \_\_\_\_\_ Reg # \_\_\_\_\_ for the 2022 breeding season beginning February 1st.

## BREEDING FEE AND BOOKING FEE:

1. The mare owner agrees to pay a breeding fee of \$2,500 (\$2,000 stallion fee and a non-refundable \$500 administrative fee). First shipment is included in stallion fee. Subsequent shipments will be at a rate of \$375.
2. After payment of the nonrefundable \$500 booking fee and upon the successful obtaining of an embryo, the balance of the breeding fee of \$2,000 shall be paid together with any other fees due when the recipient mare has a 60-day positive pregnancy check.
3. The MARE OWNER shall be responsible for obtaining and furnishing the oocyte and for all expenses of oocyte retrieval ICSI procedure including but not limited to shipping, embryo transfer, recipient mares and embryos.

## PRE- BREEDING ARRANGEMENTS:

The mare owner must provide the following to **Iron Enterprise**, when making a booking:

1. Copy of both sides of registration certificate, if breeding a thoroughbred mare, an AQHA assigned "T" number is mandatory for registration.
2. Completed Information Sheet
3. Copy of signed breeding contract
4. *All Applicable Fees:*
  - a. The booking fee must be paid in full before any frozen semen will be shipped.
  - b. Any incomplete registration certification or unpaid charges will result in a hold of the mare's name on the appropriate stallion breeding report.
5. Mare shall be bred through the ICSI procedure, a technique whereby sperm are injected into the cytoplasm of a mature oocyte, which physically causes fertilization. Mare owner may choose to work with a facility of Mare Owner's choice for harvesting oocytes; however, all oocytes will be submitted to a qualified laboratory for the actual ICSI procedure. Acceptable ICSI laboratories include those at Texas A&M University (College Station, Texas), Colorado State University (Ft. Collins, Colorado), Equine Medical Services (Columbia, Missouri), EquiEmbryo, (Ft. Worth, Texas) and InFoal, Inc. (Hemet, CA). All expenses associated with establishment of a pregnancy through the ICSI procedure will be paid by the Mare Owner.

Please state what ICSI Facility will be used: \_\_\_\_\_

## MULTIPLE EMBRYOS:

1. If multiple embryos are retrieved from one breeding, it will be the responsibility of the Mare Owner to notify Capall Creek Farm, LLC of number of embryos produced.

Initials: \_\_\_\_\_

2. The fee for Multiple Embryos produced from a single aspiration will be **\$2,500** each which includes a non-refundable \$500 administrative fee. The mare owner must pay the \$500 administrative fee before each embryo is transferred, implanted or frozen. The mare owner will be responsible for paying the \$2,000 balance of the Stallion Fee when Mare and/or Recipient Mare is confirmed to be sixty (60) days in foal.
3. No additional Breeder's certificates will be produced until individual embryos are paid in full.
4. Stallion Breeding Reports are prepared immediately after the end of breeding season and it is the Mare Owners responsibility to notify Capall Creek Farm, LLC of all pregnancies by August 1<sup>st</sup> of the breeding year.

#### FROZEN EMBRYOS:

1. The Mare Owner may choose to transfer only a portion of the embryos obtained via the ICSI procedure during the 2022 Calendar Year. Excess embryos may be frozen (**cryopreservation**) if prior to or at the time of the freezing of the excess embryos, Mare Owner submits to Stallion Owner a non-refundable administrative payment of five hundred dollars (\$500) for **each** embryo frozen, written or electronic notice of the intention to freeze the embryos, the number of embryos to be frozen, and details about where the frozen (vitrified) embryos will be maintained. The mare owner will be responsible for paying the \$2,000 balance of the Stallion Fee when the Mare and/or Recipient Mare is confirmed to be sixty (60) days in foal. No additional Breeder's certificates will be produced until individual embryos are paid in full.
2. If Mare Owner desires to do a frozen embryo, it will solely be the mare owner's responsibility to pay all nomination fees for the year the frozen embryo is utilized.
3. It is also the Mare Owner's responsibility to notify Capall Creek Farm, LLC when the frozen embryo is thawed and utilized.

#### LIVE FOAL GUARANTEE:

1. The Mare Owner will be entitled to a return ICSI breeding **for the following year only** in the absence of a live foal (as defined below) and upon payment of a Re-Breed Fee of \$250 and a shipping fee of \$375.00. Such right to re-breed is contingent upon semen being available at the time.
2. A live foal means the foal shall stand and nurse. Live foal guaranteed with return privilege the following Breeding Season only and only if the Recipient Mare fails to produce a live foal after being sent home at least 45 days in foal. It is understood that if Recipient Mare proves to be barren, aborts her foal, or if her foal is stillborn, a return breeding will be guaranteed the following year only via the ICSI procedure, provided that proper notification is given, and all fees are paid in full in accordance with terms of this Contract.
3. Proper notification must be received in the form of a written certificate by a licensed veterinarian within seven (7) days of the date that Mare's foal was aborted or stillborn, stating that Mare had slipped, or produced a non-viable foal.
4. Mare Owner must verify that such abortion or death did not result from any act or omission of the Mare Owner. Rhino vaccinations must be administered as indicated by the individual drug manufacturer as Mare progresses through her pregnancy. Failure to do so will void the Live Foal Guarantee.

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5. Mare Owner has the option to rebreed the same Mare the following year or mare substitutions must be submitted to and approved by the Stallion Owner in writing with a copy of the substitution Mare's registration papers. All expenses and fees must be fully paid before Stallion Owner will enter into any agreement for the rebreed of the Mare.
6. **These provisions 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 rebreed provision is contingent upon frozen semen being available at that time.

#### **BREEDING ARRANGEMENTS:**

1. To guarantee shipping, mare owner, or agent, must give at least 24 - 48-hour notice of possible semen shipment required, and confirm shipment required 24 hours prior to actual shipment.
2. It is the mare owner's and his/her veterinarian's responsibility to confirm breeding/shipping.
3. Every effort will be made to accommodate your mare's breeding timeframe; however, it is the mare owner's responsibility to keep in touch with Capall Creek Farm, so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments, at the mare owner's expense. A veterinarian knowledgeable in successful ICSI insemination techniques must oversee off site inseminations, in order to maximize the potential of a timely pregnancy.
4. If the mare dies or is deemed unfit to breed during the breeding season, a substitute mare, approved by the stallion owner, may be bred that year without any additional breeding fee, but mare owner is responsible for all shipping fees.
5. The breeding season for this contract shall begin February 1st and close July 1st, of the year dated on contract.

#### **SHIPMENT INFORMATION:**

***It is the mare owner's responsibility to order a shipment at least 24 hrs in advance.***

1. Semen will be sent via Fed Ex at a rate of \$375.00 per shipment.
2. *Capall Creek Farm shall not be responsible for the COSTS arising from shipments lost, damaged, or delayed in transit, or condition of frozen shipped semen upon delivery. We have no control of the shipment after it leaves our custody.*
3. It is the mare owner's responsibility for blood typing or DNA testing their mare as per AQHA rule #209 or APHA rule RG-165.

#### **WARRANTY:**

1. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.

Initials: \_\_\_\_\_

## WAIVER OF LIABILITY:

1. Diligent efforts will be made to establish a pregnancy. However, if for any reason a pregnancy is not achieved, Mare Owner will not hold Stallion Owner or ICSI facilities and/or their respective representatives liable. Mare Owner hereby waives any responsibility of Stallion Owner or ICSI facilities, and respective representatives (Released Parties) for accidents, sickness, or death to Mare and or foal. Mare Owner agrees to insure or self-insure Mare for all losses or damages of any kind or nature and shall look solely to insurance for recovery of such losses or damages.
2. Should it become necessary for Stallion Owner to retain the services of an attorney to enforce its rights under the terms of this Contract, Mare Owner agrees to pay Stallion Owner all expenses and costs, including reasonable and necessary attorney's fees incurred by Stallion Owner enforcing this Contract.
3. Any dispute related to this contract will be governed by the laws of the State of North Carolina and venue of any dispute arising from this Contract shall be in Pender County, North Carolina.
4. It is understood that no breeder's certificate will be issued until all fees in connection with this mating including, but not limited to booking fees, stallion fees, and any other charges due Stallion Owner have been paid in full.
5. This contract is non-transferable or assignable without the prior written or electronic approval of Stallion Owner. Courtesy breeding's are non-transferrable.

## PAYMENT INFORMATION:

All payments may be made by check, or via Quickbooks and must be in US Funds. **A 3% processing fee will be added to any payments made by Quickbooks.** All shipping and charge fees are subject to change. Payments must be made in full prior to semen shipped.

Initials: \_\_\_\_\_

***Mare Owner Information:***

\_\_\_\_\_  
Owners Name as shown on AQHA / APHA Records                      AQHA ID # or APHA ID #

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Mare Owner or Agent: \_\_\_\_\_

Name of mare: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration #: \_\_\_\_\_

Expected Due Date or Expected Breeding Date: \_\_\_\_\_

***Contact Information:***

Contact Person: \_\_\_\_\_

Contact Person Phone #: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

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

Closest Airport: \_\_\_\_\_

***Iron Enterprise Contact Numbers:***

**Capall Creek Farm Breeding Manager:** Melanie Thurston: 207-514-4790

**Stallion Owners:** Amy Smith: 207-318-5495, Kevin Smith: 207-712-6595

**Email:** capallcreek@gmail.com

***Please Mail or Email Completed Contracts to:***

**Iron Enterprise**  
230 Dugald Lane.  
Hampstead, NC 28443

OR

[capallcreek@gmail.com](mailto:capallcreek@gmail.com)