



Owned by Top Line Breeding LLC

Breeding Manager:

Ashley Bona
1139 Spur 129
Whitesboro, TX 76273

(651) 357-5771

AshleyCBona@gmail.com

Breeding Facility:

McEquine Enterprise
Rick McDonald
390 Gunter Road
Whitesboro, TX 76273

Mcequine@aol.com

2019 BREEDING CONTRACT

I hereby agree on this _____ day of _____, 2019 to contract with Topline Breeding LLC (Stallion Owner) that the mare _____, Registration # _____ will be bred to the stallion, Lazy Luvah, APHA #1,009,540 in the 2019 breeding season for the result of one live foal. A copy of the mare's registration papers, in the name of the owner listed below, must accompany this contract.

The Mare Owner, _____, agrees to pay the stud fee of \$950.00 upon completion of this contract, which is non-refundable, and should be made payable to Top Line Breeding, LLC. In addition, the Mare Owner is responsible for any collection and shipping costs accumulated, which are as follows:

FedEx Priority Overnight Shipment: \$375.00 per shipment
Counter-to-Counter Airline Shipment: \$475.00 per shipment
Pick-up Charge: \$150.00 per pick-up

The 2019 breeding season will start on February 1st, 2019, and complete on June 30th, 2019, unless special arrangements are made in writing. Collection days are Monday, Wednesday, and Fridays only.

TO REQUEST SEMEN: Call Ashley Bona at (651) 357-5771 by 8:00 PM Central Time the day before needing shipment. Additional collection and shipping terms are as follows:

1. All orders must be called in. No email, social media, or text message orders will be accepted.
2. Cancellations must be made by 8:00 AM Central Time the day of the requested shipment, or you will be charged for the full shipment cost.
3. Shipments will default as FedEx Priority Overnight, unless otherwise specified.
4. Orders will be filled on a first come, first served basis. A signed contract does not guarantee shipment, and the stallion owner/agents are not responsible for costs arising from a missed cycle.
5. It is our promise that we will send a quality sample, in adequate packaging. However, Top Line Breeding, LLC or its agents are not responsible for any costs arising from shipments that are lost, damaged, delayed in transit, or for the condition of cooled shipped semen upon delivery, as we have no control over how the package is handled once it has left our possession.
6. Semen will not be shipped without a current credit card with expiration date, CVV code, and billing zip code on file with Ashley Bona.
7. Semen is to be used only for the mare specified on this contract. If any additional mares are bred using the semen, the mare owner will be billed for an additional stud fee.

The mare listed above shall be eligible for a re-breed contract under the following conditions:

1. If the mare dies, or is otherwise deemed unfit to breed during the breeding season, a substitute mare, approved by Top Line Breeding LLC, may be bred without any additional breeding fee.
2. Live Foal Guarantee: A live foal is defined as one that stands and nurses without assistance. If foal is born dead, the mare owner agrees to provide the stallion owner with a licensed veterinarian's letter confirming the occurrence within 7 days. If the mare aborts, or fails to conceive, she may return during the current breeding season for no additional cost other than shipping/collection fees. If it becomes too late to re-breed the mare within the current season, she may be bred the following year, provided a re-breed contract is completed, an additional \$400 re-breed fee is paid, and all shipping/collection fees are paid.
 - a. In the event of a late-term abortion, or still born foal, the mare owner must provide the stallion owner with proof of genetic testing stating the mare is N/N for glycogen branching enzyme deficiency (GBED). If the mare is confirmed a genetic carrier, no re-breed contract will be granted, the contract will be considered void, and the stallion owner and agents will not be responsible for any refunds.
3. Color Guarantee: If the foal is born without the qualifying markings or color genetics/traits to be registered in the American Paint Horse Association in the regular registry, the mare may be re-bred, provided a re-breed fee of \$300 and all relevant collection and shipping charges are paid.
4. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to re-breed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed to in writing and signed by all parties.

The Mare Owner understands and agrees to:

1. The mare must be checked in foal by a licensed veterinarian within 18 days of ovulation if an ultrasound is available, within 34 days if not. The mare must be reported in foal or open to Ashley Bona no later than 40 days after shipment is sent. Failure to report pregnancy by August 1st, 2019 will result in a \$50 late fee to add the mare to the stallion's breeding report.
2. The mare and foal's health and mortality are the full responsibility of the Mare Owner before, during, and after this breeding. The Stallion Owner or its agents are not liable for death, sickness, injury, accident, or damage occurring to the mare or foal for any reason.
3. Embryo Transfers: The Mare Owner must notify the Stallion Owner if the mare will be used for embryo transfer. In the case of multiple embryos from a single flush, the Mare Owner will be responsible for an additional stud fee, which must be paid at the time of birth if more than one living foal is produced in order to receive additional breeder's certificate(s).
4. Lazy Luvah's genetic testing that has been done to date includes:
HYPP N/N, PSSM1 N/N, MH N/N, GBED N/G, HERDA N/N, OLWS N/N, Splash White-1 N/SW-1
5. In the event that the stallion dies, or becomes unfit for service for any reason, this agreement will immediately terminate. Stallion Owner and its agents shall have no obligations to Mare Owner, except for notification of its occurrence.

I, as the Mare Owner, hereby agree to the aforementioned terms and conditions of this contract, and understand they are deemed final upon completion and signature of this contract. Any deviations must be specified in writing, and signed by Top Line Breeding LLC or Ashley Bona.

Mare Owner's Signature: _____ Date: _____

Please mail contract to:

Ashley Bona
1139 Spur 129
Whitesboro, TX 76273

(651) 357-5771

Or email a CLEARLY scanned copy to:

AshleyCBona@gmail.com

Mare Owner Information

Please Print Legibly

Name (as shown on Mare's papers): _____

AQHA/APHA ID#: _____ Phone #: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Shipping Contact Information

Shipping Contact Name: _____

Phone #: _____ Able to receive texts? (Circle) YES NO

Weekday Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Saturday Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Closest Airport: _____

Payment Information

All payments may be made by check, cash, or with Visa, MasterCard, or American Express credit cards, and must be in US funds. A 4% processing fee will be added to any credit card payments, with the exception of shipping/collection costs.

Name on Card: _____

Credit Card Number: _____

Exp. Date: _____ CVV: _____ Zip Code: _____

Please specify which charges you would like on card:

_____ Stud Fee

_____ Shipping Fee