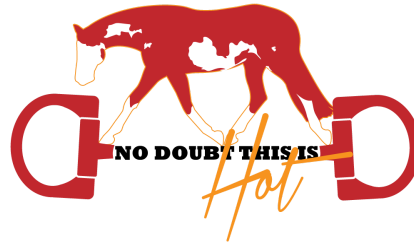


# No Doubt This Is Hot 2024 Breeding Agreement



The following agreement is made and entered into on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sinclair Equine, LLC (herein referred to as “Stallion Owner”) and \_\_\_\_\_, the undersigned Agent, Mare Owner or Leasee of the mare (herein referred to as “Mare Owner”).

Mare Owner hereby engages one breeding service to No Doubt This Is Hot (“Stallion”) for the mare (“Mare”) listed below for the 2024 breeding season commencing on February 2, 2024 and ending June 17, 2024. A copy of the Mare’s registration papers must accompany this contract.

Mare’s Name: \_\_\_\_\_

Mare’s Registration #(s): \_\_\_\_\_ with breed association(s)

\_\_\_\_\_

## **Breeding Services/Fees:**

All fees must be paid in full prior to any shipment of semen. Please select which of the services below are being requested by the contract by circling the corresponding option below:

A. Standard Breeding Contract: The breeding fee shall be \$1,100:

- This fee includes a non-refundable booking fee of \$450 which is due at the signing of this contract to reserve a breeding to the above-named stallion for the 2024 season.
- The balance (\$650) is due prior to any shipment of semen.

B. Early Bird August Contract (limited to first 4 contracts received): The breeding fee shall be \$600 if contract is returned and booking fee is paid prior to August 31, 2023.

- This fee includes a non-refundable booking fee of \$450 which is due at the signing of this contract to reserve a breeding to the above- named stallion for the 2024 breeding season.

- The balance (\$150) is due prior to any shipment of semen.

C. Early-Booking Breeding Contract: The breeding fee shall be \$800 if contract is returned and booking fee is paid prior to October 31, 2023.

- This fee includes a non-refundable booking fee of \$450 which is due at the signing of this contract to reserve a breeding to the above- named stallion for the 2024 breeding season.

- The balance (\$350) is due prior to any shipment of semen.

D. World Champion/ Reserve World Champion Mares or Producers (AQHA, APHA, NSBA) Contract: The breeding fee shall be \$450

- This fee includes a non-refundable booking fee of \$450 which is due at the signing of this contract to reserve a breeding to the above-named Stallion for the 2024 breeding season. No additional balance will be due.

- Show record indicating the winning of an AQHA, APHA, or NSBA World Championship or Reserve World Championship will be required in order to receive the discounted breeding.

E. World Champion/Reserve World Champion Mares or Producers (PtHA, ABRA, PHBA) Contract: The breeding fee shall be \$700

- This fee includes a non-refundable booking fee of \$450 which is due at the signing of this contract to reserve a breeding to the above- named stallion for the 2024 breeding season.

- The balance (\$250) is due prior to any shipment of semen.

F. Private Treaty Contract: The breeding fee shall be \$\_\_\_\_\_

- This fee includes a non-refundable booking fee of \$450 which is due at the signing of this contract to reserve a breeding to the above- named stallion for the 2024 breeding season.

- The balance (\$\_\_\_\_\_) is due prior to any shipment of semen.

G. Rebreeding Contract: In the event that the above-named Mare fails to conceive during the 2024 breeding season, a rebreeding contract for the 2025 breeding season may be issued to the Mare Owner for the above-named Mare for a Rebreed Fee of \$250.

- With the Rebreeding Contract, proof of a negative uterine culture dated within 60 days of the desired breeding date is required before semen will be shipped. Alternatively, if the above-named mare is deemed unsuitable for breeding or becomes deceased prior to rebreeding, this contract may be transferred to another Mare owned or leased by the above-named Mare Owner at the Stallion Owner's discretion.

- Mares that are carriers of GBED or OLWS or have not been tested are not entitled to a rebreeding contract.

#### H. Donated/Auction Breeding:

- A non-refundable Booking Fee of \$350 is due at the signing of this contract.

- If the mare fails to conceive during the 2023 season, this contract is not explicitly eligible for a rebreeding contract, but rather may be awarded at the Stallion Owner's discretion.

#### **Semen Shipment:**

- Semen will be collected on Mondays, Wednesdays, and Fridays

- Tentative season dates (subject to change) – Feb. 2nd, 2024 – Jun. 17th, 2024

- Stallion may be unavailable sparingly during the season due to show schedule or other conflicts; however, stallion owner will generally provide no less than 60 days notice prior to the disruption unless it is an unforeseen emergency.

- The veterinarian/breeding manager must call or text the Stallion Owner (864-952-7715) by 6:00 PM EST the day prior to collection to place the mare on the semen shipment list for the following collection day. Semen shipments can be confirmed at the time of ordering; otherwise, they must be confirmed or canceled no later than 8:00 AM EST the day of collection. If the shipment is not confirmed or canceled by that time, it will be assumed that the semen is still needed and the Mare Owner will be charged for the shipment.

- Generally, you can expect to receive two doses of semen from this stallion with each shipment. However, if a particular collection does not provide enough to serve all mares on the list, one dose may be sent.

- Sinclair Equine, LLC or Hassinger Equine Services will not be held liable for damage to semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit.

- A pre-paid return shipping label will be included in the shipping container. Shipping containers must be returned in good condition within 7 days of the shipment being received. Failure to do so will result in a \$50 replacement fee.

- Collection & shipping fees are as follows (plus a 3.5% credit card processing fee):

- UPS Next Day Air - \$350

- UPS Next Day Air Early - \$450

- Fed-Ex Priority Overnight - \$450

- Counter to Counter (if available) - \$550
- On-Farm Breeding or Local Pick-up - \$250

### **Live Foal Guarantee:**

Stallion Owner guarantees that a single live foal will result from the breeding privileges outlined in this contract. The term “live foal” means that one foal resulting from the breeding is born and lives for 24 hours. It is understood that if the Mare proves to be barren, aborts the foal, or foal is stillborn or dies within 24 hours of birth, a rebreeding contract will be granted for the following breeding season only, provided proper notification is given, as defined below:

- Written certificate by a licensed veterinarian within 7 days of the Mare aborting or producing a non-viable foal.
- Mare owner verifies in writing that such abortion or death did not result from any act or omission on the part of the Mare Owner.
- Evidence that due diligence was taken during the breeding process and throughout pregnancy is needed to validate the LFG. This includes confirmation of ovulation, a pregnancy diagnosis within 21 days of breeding, a heartbeat check within 60 days of breeding, proper vaccination schedule (including vaccination for EHV-1 at 5,7, & 9 months gestation), supervised foaling, and IgG testing within the first 24 hours.
- The LFG is null and void if the mare listed above in this contract has not been genetically tested for GBED or OLWS or has been tested and is a carrier of either recessive disease.

### **Multiple Foals:**

It is agreed to by the Stallion Owner and the Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the Mare named in this contract. It is the intent of the Stallion Owner that only one mare per contract be inseminated with the semen provided. When utilizing Embryo Recovery and Transfer or any other advanced breeding procedure, should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Fee (\$1,100) upon confirmation of a 45-day pregnancy in order to receive a breeding certificate for additional foals. If the Mare gives birth to twins, Mare Owner agrees to pay an additional Stallion Fee (\$1,100) in order to receive a breeding certificate for the additional foal.

**Rebreeds:**

If the mare does not produce a live foal as a result of the breeding outlined in this contract, the Mare Owner is entitled to a rebreeding contract the following year, with fee details listed above. If the mare owner fails to utilize the option to rebreed the Mare during the breeding season following the initial contract, then the right to a rebreeding contract is cancelled and the Stallion Owner is released from further obligation.

**Substitutions:**

If the stallion dies or becomes unfit for service during the breeding season and the Mare is not in foal, this agreement shall become null and void. The Breeding Fee (less the Booking Fee), if paid in full, will be refunded to the Mare Owner. If the Mare dies or becomes unfit for breeding, a different mare may be substituted only upon agreement modification by both the Mare Owner and Stallion Owner.

**Disputes:**

Should any dispute or litigation arise that is not otherwise governed by a provision in this contract, including but not limited to, a dispute alleging that Sinclair Equine, LLC or Stallion Owner has breached this contract, the parties hereby specifically agree that damages, expenses, costs and fees including attorney fees for such dispute, whatever the nature of the dispute, shall be limited to the value of this contract. Any litigation that may result from this contract must take place in Hoke County, North Carolina. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of the State of North Carolina. All objections to venue are waived.

**Genetic Testing:**

With regard to disease panel, the Stallion listed above is N/N for HYPP, PSSM, HERDA, and MH. The Stallion is N/G for GBED and is N/My for MYHM/IMM. With regard to color genetics, the Stallion carries both Splashed White 1 and Frame Overo; therefore, he is N/O for OLWS. The Mare Owner acknowledges that s/he has been informed of these results by the Stallion Owner. The Stallion Owner strongly encourages disease and OLWS genetic testing for all mares intended for breeding. The Stallion Owner will not knowingly engage in this contract for any Mare that is a carrier of GBED or OLWS.

**Additional Information:**

The stallion named above is Appendix-registered with AQHA. Therefore, based on current AQHA Rules and Policies, foals out of Thoroughbred or Appendix AQHA mares will not be eligible for AQHA registration. They will, however, be eligible for APHA registration.

This contract represents the entire agreement between the parties. This contract is not to be modified by anyone other than the Stallion Owner. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. Additional agreements must be individually initialed by the parties. When Mare Owner and Sinclair Equine, LLC sign this contract, it will be binding on both parties, subject to the above terms and conditions.

Mare Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mare Owner Name (printed): \_\_\_\_\_

Mare Owner Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Breed Association and ID#: \_\_\_\_\_

Sinclair Equine, LLC – Stallion’s Authorized Agent:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature

Veterinarian/Breeding Manager: \_\_\_\_\_

Facility/Farm Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Semen Shipment Address:

\_\_\_\_\_

\_\_\_\_\_

\*If ordering semen for the Friday collection, please be sure that Saturday deliveries can be accepted at the above address.

\*A credit card authorization form for Hassinger Equine Services must be on file prior to semen being shipped.