

Highpoint Performance Horses, Inc.  
11015 Cole Road  
Pilot Point, TX 76258  
Ph: 940-440-2006 Fax: 940-365-1172

### **2010 Breeding Contract**

#### **The Big Sensation**

This certifies \_\_\_\_\_, here referred to as Mare Owner/Agent, has engaged one service to the stallion **The Big Sensation**, APHA #742,822 for the mare \_\_\_\_\_ Reg # \_\_\_\_\_ for the 2010 breeding season beginning February. The mare owner agrees to pay a breeding fee of **\$1250**, which includes a **\$500 non-refundable** booking fee, any deviation from these terms must be specified in writing and signed by Charlie Cole or Jason Martin. The balance of the entire breeding fee is due prior to first shipment of semen or insemination of mare. All payments must be made payable to High Point Performance Horses (HPPH, Inc.) **Regardless of whether the breeding is through a service auction, donated or reduced breeding agreement, a \$500 non refundable booking fee is still applicable for all contracts.**

**PRE-BREEDING ARRANGEMENTS:** The mare owner must provide the following to HPPH, Inc. 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. Proof of current veterinary reproductive exam and normal uterine cytology and / or uterine culture.
5. All Applicable Fees:
  - I. The booking fee and stud fee must be paid in full before any cooled semen will be shipped.
  - II. Any incomplete registration certification or unpaid charges will result in a hold of the mare's name on the appropriate stallion breeding report.
  - III. Semen will not be shipped to any mare unless a current credit card number and expiration date is on file in HPPH, Inc. office or shipping prepaid with check or money order.

Breeding Arrangements:

1. Stallions are collected on an every other day basis. It is the mare owner's and his/her veterinarian's responsibility to confirm our breeding/shipping days.
2. To guarantee shipping, mare owner, or agent, must give at least a 48 hour notice of possible semen shipment required to HPPH, Inc. and confirm shipment definitely required 24 hours prior to actual shipment.
3. Every effort will be made to accommodate your mare's breeding time-frame; however, it is the mare owner's responsibility to keep in touch with HPPH, Inc. 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 insemination techniques must oversee off site inseminations, in order to maximize the potential of a timely pregnancy.
4. Semen that is picked up from HPPH, Inc. by mare owner or agent will have a packaging cost of \$35 charged, unless a container is provided by mare owner. Where a container is provided for semen pick-ups, no fee is required.
5. If a mare dies or is deemed unfit to breed during the breeding season, a substitute mare, approved by the stallion owner, may be bred without any additional breeding fee.
6. The mare owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, mare owner agrees to have the mare checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare owner agrees to provide HPPH, Inc. with the results of the pregnancy exam no later than 30 days after insemination.
7. **Live foal guarantee:** A live foal is defined as one that will stand and nurse. If foal is born dead, mare owner agrees to furnish the stallion owner within 7 days a veterinarian's certificate describing the occurrence. In such a case return privileges will be available for one year only. Rebreds must pay the re-breed chute fee and any shipping charges applicable. If the mare aborts or fails to conceive, she may return during the current breeding season. If it becomes too late to re-breed a mare during the current season, she may be bred the following year ONLY, provided a re-breed chute fee of \$250 is paid and all relevant shipping charges. **If the mare owner fails to rebreed the mare the following year, then any and all fees become forfeited, the right to rebreed is cancelled and the stallion owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.**
8. A 100% color guarantee is issued for those mares registered APHA, AQHA, and the Jockey Club. If the foal is born without the qualified markings, the mare may be bred the following year ONLY, provided a re-breed chute fee of \$250 is paid and all relevant shipping charges. **If the mare owner fails to rebreed the mare the following year, then any and all fees become forfeited, the right to**

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**rebreed is cancelled and the stallion owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.**

**Shipment Information and Additional Charges for Cooled Transported Semen:**

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

1. Semen will be sent via Fed-EX (next day arrival) at a rate of \$250 per shipment.
2. Counter to counter airline shipments (same day arrival) are available at a rate of \$350 per shipment. Availability of airline shipment depends on air cargo routes operated by Airlines contracted with HPPH, Inc.
3. If Fed-Ex / UPS delivery is not available within a 24 hr period, additional notice will be required. Mare owner should check with Fed Ex/Ups for weekend, holiday delivery or customer pickup.
4. HPPH, Inc. shall not be responsible for the COSTS arising from shipments lost, damaged, or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody.
5. Customer must specify shipment method, Fed-Ex or Airline Counter to Counter service, when ordering semen. For Counter to Counter, customer must provide name of destination airport where shipment is to be sent. Airlines contracted with HPPH, Inc. are Southwest, American, and Delta.
6. It is the mare owner's responsibility to return a copy of the INSEMINATION CERTIFICATE, signed by administering Veterinarian or Breeding Facility Manager to HPPH, Inc. and forward a signed copy of the certificate to the appropriate Breed Registry. Mare owner is also responsible for blood typing or DNA testing their mare as per AQHA rule #209 or APHA rule RG-165.

**Payment Information:**

All payments may be made by check, or with Visa, Master Card, or American Express credit cards and must be in US Funds. A 3% processing fee will be added to any credit card payments. If paying by check, simply leave credit card space below blank. All shipping and charge fees are subject to change. Payments must be made in full prior to semen shipped.

\_\_\_\_\_  
Credit Card number                      exp date                      Name as it appears on Credit Card

Please specify what charges you want paid with your Credit Card:

Stallion fee \_\_\_\_\_ Booking fee \_\_\_\_\_ Shipments \_\_\_\_\_

**Mare Owner Information: Please Print Legibly!**

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

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

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

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

**HPPH, Inc.**  
Approved by \_\_\_\_\_ Date \_\_\_\_\_

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

Breed: \_\_\_\_\_

Registration # \_\_\_\_\_

Owner's name exactly how it appears on registration papers: \_\_\_\_\_  
\_\_\_\_\_

Daytime Phone# \_\_\_\_\_

Owner address: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact person phone# \_\_\_\_\_

Contact fax: \_\_\_\_\_

Shipping address \_\_\_\_\_

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