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## IMPULSIFIED ~ 2022 Stallion Breeding Contract

This contract is entered into and is between the undersigned Stephanie Plote, known as "STALLION OWNER" and hereinafter referred to as "Stallion Owner", and \_\_\_\_\_, known as "MARE OWNER" and hereinafter referred to as "Mare Owner". This contract sets forth the rights and responsibilities of the parties for the **2022** breeding season. The stallion providing breeding services under this contract is IMPULSIFIED, APHA #911,686, PtHA #145,197 / MDR IMPULSIFIED, AQHA #5,257,308, known as "STALLION" and hereinafter referred to as "Stallion". WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name(s) of:

APHA: \_\_\_\_\_ Registration #: \_\_\_\_\_, and/or  
PtHA: \_\_\_\_\_ Registration #: \_\_\_\_\_, and/or  
AQHA: \_\_\_\_\_ Registration #: \_\_\_\_\_, and/or  
JC: \_\_\_\_\_ Registration #: \_\_\_\_\_ AQHA "T" #: \_\_\_\_\_,

known as "MARE" and hereinafter referred to as "Mare". THEREFORE, it is now agreed between the parties as follows:

### **A) Stallion Breeding Fee:** Please check one of the following:

- 1)  New Breeding: \$800
- 2)  Early Bird Breeding: \$400 (contract and full payment due by 12/1/2021)
- 3)  Loyal Breeder: \$400 (mare must have previously produced a foal sired by Impulsified)
- 4)  Multiple Mares: 2 Mares \$600 each, 3+ Mares \$500 each (circle one) (registration must show same "current owner" for all)
- 5)  Proven Mare: ROM \$700, SUP \$500, World/Congress \$400 (circle one) (must include proof of APHA/AQHA/PtHA award)
- 6)  Futurity/Donated Breeding: \$0 (Mare Owner warrants to have paid Breeding Fee to Association/Club/Futurity/Benefit/Charity: \_\_\_\_\_)
- 7)  Rebreed for Live Colored Foal Guarantee: \$0 (Year of Original Contract: \_\_\_\_\_)
- 8)  Carryover Breeding from Prior Year: \$0 (Year of Original Contract: \_\_\_\_\_)
- 9)  OTHER: \_\_\_\_\_ Fee: \$ \_\_\_\_\_

Mare Owner agrees to pay the designated fee above to enter into this agreement and reserve a breeding for the year **2022**. Mare Owner also agrees to pay for collection, shipping, and/or any other breeding costs not included in the above breeding fees as documented below. Mare Owner agrees that breeding fee paid is only for the above-mentioned Mare. Should more than one viable embryo result from a breeding, Mare Owner must pay an additional Stallion Breeding Fee to receive a breeding certificate for additional foal(s). For total consideration of the designated fee listed above, Stallion Owner hereby agrees to breed the Stallion to the Mare belonging to the Mare Owner as above described.

**B) Live Colored Foal Guarantee:** This contract contains a "Live Foal" guarantee. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance within 72 hours after birth. Should this mating not produce a live foal, there shall be a return privilege within the next two breeding seasons (2023 or 2024) only. Substitution of Mare will be allowed with Stallion Owner's approval. In the rebreed year, Mare Owner is responsible for any and all rebreed fees including, but not limited to, all applicable collection and shipping costs in effect at the time of rebreeding.

This contract also contains a one-time "Colored Foal" guarantee. "Colored Foal" is herein defined as a foal which has sufficient color or genetics to be registered in the APHA Regular Registry. If, under current APHA color requirements, the breeding results in a solid paint-bred (formerly breeding stock) foal, the Mare Owner shall be entitled to one return privilege with the same Mare, or an approved substitute, within the next two breeding seasons (2023 or 2024) only. Mare Owner must show they have exhausted all attempts at acquiring APHA Regular Registry for rebreed to be honored. In the rebreed year, Mare Owner is responsible for any and all rebreed fees including, but not limited to, all applicable collection and shipping costs in effect at the time of rebreeding. Should the second attempt at a colored foal still result in a solid paint-bred, the Colored Foal guarantee shall become null and void, the right to a rebreed cancelled, and Stallion Owner is released from all further obligation of this contract.

Should Mare Owner fail to rebreed Mare within the following two breeding seasons (2023 or 2024) for either the Live Foal Guarantee or the Colored Foal Guarantee, then any and all fees paid become forfeited, the right to a rebreed is cancelled, and Stallion Owner is released from all further obligation of this contract, unless otherwise agreed to in writing and signed by both parties.

**C) Carryover Breeding:** Should Mare Owner be unable to breed Mare in the current breeding season for any reason, the breeding reserved by this contract may be carried over for use within the next two breeding seasons (2023 or 2024). Mare owner will be responsible for any and all fees including, but not limited to, all applicable collection and shipping costs in effect at the time of breeding. Should Mare Owner fail to breed Mare within the following two breeding seasons (2023 or 2024), then any and all fees paid become forfeited, the right to a breeding is cancelled, and Stallion Owner is released from all further obligation of this contract, unless otherwise agreed to in writing and signed by both parties.

**D) Stallion:** Stallion was genetically tested by the Veterinary Genetics Laboratory at the University of California, Davis in 2016 with records on file with both APHA and AQHA. Test results show that Stallion is e/e for the Red Factor and A/A for Agouti; negative (N/N) for hyperkalemic periodic paralysis (HYPP), Hereditary Equine Regional Dermal Asthenia (HERDA), Glycogen Branching Enzyme Deficiency (GBED), Malignant Hyperthermia (MH), and Polysaccharide Storage Myopathy Type 1 (PSSM1); and positive (N/O) for Frame Overo (OLWS or LWO) and (N/W2o) for Dominant White 20. No other recognized disease, color or pattern genes were detected at the time of testing. Stallion was also genetically tested for the disease panel by Animal Genetics, Inc. in 2015 with the same results as reported above. Animal Genetics was used again in 2019 to test for Immune-Mediated Myositis (IMM) with results reporting negative (N/N).

Please be aware that breeding a mare that is also positive (N/O) for frame overo (OLWS or LWO) has a 25% chance of producing a lethal white foal. It is highly recommended that Mare is tested before breeding! If Mare is found to be positive for OLWS, a substitute mare that is negative for OLWS should be considered. The OLWS gene has been detected in "solid" patterned horses including solid paint-bred/breeding stock paints, quarter horses and thoroughbreds as well as in tobiano and tovero patterned horses. APHA offers the OLWS individual test through UC Davis on their DNA Hair Kit Order Form for only \$25! Here is the link to the APHA forms: <https://apha.com/forms/registration-forms/>.

Stallion Owner agrees to subscribe Stallion to the APHA Breeders' Trust and nominate Stallion to the NSBA Stallion Incentive Fund, NSBA Breeders Championship Futurity and NSBA Color Breeders Championship Futurity so all foals resulting from the 2022 breeding season shall be eligible for enrollment into these programs. Mare owner is responsible for any applicable mare and/or foal enrollment fees.

In the event the above-named Stallion dies or becomes unfit to breed, this contract shall become null and void and Stallion Owner is released from all further obligation of this contract. The Stallion Breeding Fee designated above and paid directly to the Stallion Owner by the Mare Owner shall be refunded to the Mare Owner if, and only if, the Mare has not been bred under the initial contract and is within the carryover period described above in letter C. No other fees or breeding costs incurred or paid by Mare Owner shall be refunded. In the event of the Stallion's death or inability to breed after Mare was bred but prior to the delivery of a live colored foal, the Live Foal Guarantee as well as the Colored Foal Guarantee as above described shall become null and void and any and all fees paid by Mare Owner shall not be refunded. Upon approval by both parties, should Stallion Owner own or stand another stallion, its services may be used to satisfy the Live Foal Guarantee. The Colored Foal Guarantee remains null and void unless substitute stallion also carries a Colored Foal Guarantee.

**E) Mare:** Mare Owner warrants that Mare is current on all recommended vaccinations and worming schedules, and if Mare is open or barren that Mare has had a negative uterine culture and equine cytology with sensitivity performed within 30 days of breeding and Mare Owner agrees to provide said test results should Stallion Owner request them. Stallion Owner may refuse to ship semen to Mare without said tests. Maiden mares in absence of said tests may be required to provide satisfactory results prior to a third shipment of semen. Should the Mare die or become unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute mare to the Stallion, or a transfer of the breeding may be allowed at the sole discretion of the Stallion Owner. No refunds shall be permitted. No other fees or charges incurred, including those for collection and shipping, are refundable.

**F) Shipped Cooled Semen:** Anticipated Date for First Request to Ship Semen: \_\_\_\_\_.

**All parties agree that the Stallion Breeding Fee and any applicable collection, shipped semen charges, container deposits, etc. must be received and paid in full prior to collection of semen.** Stallion Owner shall authorize the veterinary clinic to ship semen collected from Stallion in an appropriate chilled semen container by an overnight courier, such as Fed-Ex/UPS, or if semen is needed the same day via an airline, to the address of record provided in writing by the Mare Owner on the day when the semen is collected. Stallion Owner further certifies that the semen, when collected, will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.

The Mare Owner certifies that Stallion Owner is obligated to transport cooled semen to the address of record which has been provided in writing on the Semen Request Form by the Mare Owner prior to any shipment. If the Mare Owner requests more than one shipment, the semen will be shipped to the last known address of record provided by the Mare Owner unless otherwise specified in writing and confirmed by the Stallion Owner.

Each semen shipment shall be at the cost charged directly by the veterinary clinic used for collection and shipping. Topline Equine Veterinary Care (TEVC) will be the main clinic used with Stillwater Equine Veterinary Clinic (SEVC) being the back up.

At the time of this contract, the cost for collection and shipment via TEVC is \$370 for Fed-Ex/UPS Standard Service Monday through Friday, \$400 for Fed-Ex/UPS Saturday Service or starting at \$480 for Counter-to-Counter (CTC) Service. CTC

charges will be determined at time of request based on actual costs incurred including courier fees. If an Equitainer is used, a deposit of \$300 is required. The Equitainer must be returned to TEVC, with shipping charges prepaid, within 24 hours after insemination. If Equitainer is not received within 3 business days from shipment, Mare Owner will be assessed a \$25/day rental fee. All costs/deposits must be paid in advance of the collection/shipment of semen and a credit card must be on file with TEVC. The cost for collection at SEVC is \$300 and the cost of shipping will be the actual cost charged by the courier at the time of shipment. On average, Fed-Ex charges have been around \$200 for weekday delivery. The costs listed for collection/shipment here and online are subject to change at any time at the discretion of TEVC and SEVC. Mare owner will be notified at time of semen request if changes in pricing have occurred.

It is the Stallion Owner's stated preference that all shipments be made to and inseminations performed at established breeding farms. The Mare Owner certifies that the address of record for shipment is a suitable facility for the artificial insemination of the Mare contracted to be bred. It is imperative that Mare Owner's veterinarian is aware of Mare's current breeding status and that she is, in fact, ready to breed. In addition, the Stallion Owner may refuse to make repeated shipments of cooled semen if the shipments, as deemed by the Stallion Owner, will not reasonably lead to the successful insemination of the Mare as contracted. Further, the Mare Owner certifies that only the Mare who is the subject of the breeding contract shall be inseminated by the shipped cooled semen of the Stallion.

Best efforts will be made to provide shipped cooled semen on an as required basis according to Stallion Owner's collection/shipment days. However, a contract for cooled semen does not guarantee that semen will be available on the day you submit your request if proper notice is not provided.

**All requests for semen must be made at least 24 hours in advance of collection/shipping date.** Semen requests are filled in the order in which they are received. Shipped semen may only be requested to ship on regularly scheduled breeding days. Monday, Wednesday and Friday are collection/shipping/breeding days. Orders for semen received after 8:00am CST may not be able to meet courier or airline schedules. Mare Owner is responsible for collection/shipping charges for cancellations received on collection/shipping days if already processed. We will make every attempt to get cooled semen to your Mare in good condition, however, we make no guarantees or warranties that the semen will be in good condition upon arrival.

All of the parties to this agreement agree that the obligations of performance by the Stallion Owner shall be met when the cooled semen shipment is accepted by or at the address of the shipping firm/agent. Acceptance shall be defined as the contract expedited parcel delivery carrier actually receiving the package and receiving a signature from a representative on the shipment documents maintained during the ordinary course of business by the contract expedited parcel delivery carrier or airline counter. All parties to this agreement agree that the risk of loss transfers to the Mare Owner upon this acceptance of shipment.

The parties agree to strictly abide by and comply with all APHA, PtHA and/or AQHA rules and requirements concerning the use and handling of Transported Cooled Semen and Artificial Insemination.

Stallion Owner and Mare Owner agree to execute a "Transported Semen Breeders Certificate" and shall comply with any parentage verification as required by APHA, PtHA and/or AQHA. Fees for parent verification and foal registration are at the Mare Owner's expense.

**G) Registration/Breeder's Certificate(s):** Stallion Owner shall issue Foal Registration/Breeder's Certificate(s) upon receipt of full payment of all fees incurred during breeding season including those due to TEVC or SEVC and Mare Owner's notification to Stallion Owner that Mare has produced a live foal.

**H) Payment Methods:** Payments to Stephanie Plote Performance Horses (SPPH) are accepted in the form of cash, check, Venmo, Zelle or PayPal Friends & Family. A 5% Bank Fee will apply to payments "invoiced" or paid as "Goods & Services" via PayPal and a \$50 Bank Fee will apply to returned checks.

Payments to TEVC and SEVC are accepted in the form of cash, check or credit card.

**Note: A credit card must be on file with vet clinic regardless of payment method used for shipment.**

All fees include any applicable 5.5% WI Sales Tax.

**I) General Conditions:**

1) It is understood that the breeding season commences on February 1 of the calendar year and terminates July 1 of the same calendar year. Mares that do not come into season or are not settled within said breeding season as above described shall be carried over to the following year. In the Rebreed Year, Mare Owner agrees to pay any and all rebreed fees including, but not limited to, all applicable semen collection, semen shipment, mare care, veterinary, etc. fees in effect at the time.

2) Release/Hold Harmless. Mare Owner agrees to hold Stallion Owner, breeding facility and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf harmless and release liability if Mare does not settle or foal does not survive.

3) WARNING-UNDER WISCONSIN LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

4) All action with respect to this agreement will be instituted in a court sitting in Pierce County, Wisconsin and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum.

5) This contract represents the entire agreement between the parties and is not assignable by Mare Owner without written permission of Stallion Owner. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Wisconsin, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

6) Additional Terms and Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MARE OWNER or LESSEE** (Please circle one):

*NOTE: If Mare is Leased, a Copy of APHA/PtHA/AQHA/JC Lease Agreement MUST also be Attached.*

Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Mare Owner/Lessee APHA/PtHA/AQHA ID #(s): \_\_\_\_\_

**MARE OWNER/LESSEE**

**SIGNATURE & DATE:** \_\_\_\_\_

*Copies included with this contract at commencement: Copy of front and back of Mare's Registration Papers for all applicable Breed Associations (APHA/PtHA/AQHA/JC) showing Mare Owner as Current Owner or Lease Agreement(s) (if applicable); Verification of Award(s) for Proven Mare Discount (if applicable).*

*A completed Semen Request Form must be provided prior to request for first shipment.*

*All breeding fees owed to SPPH and all collection/shipping fees owed to TEVC / SEVC must be paid in full prior to collection.*

**STALLION OWNER/AGENT**

**SIGNATURE & DATE:** \_\_\_\_\_



## **Stephanie Plote Performance Horses**

N3752 County Road K, Hager City, WI 54014

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<b>SEMEN REQUEST FORM</b>		
<b>Client Information</b>		
Name:		
Address:		
Phone:	Email:	
<b>Mare Information</b>		
Registered Name(s):		
Breed Registry(ies):	Registration Number(s):	
<b>Shipping Information</b>		
Shipping Preference:	<input type="checkbox"/> FedEx	<input type="checkbox"/> UPS <input type="checkbox"/> Airport
FedEx/UPS Account Number (if applicable):		
Able to receive Saturday Delivery:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Nearest Airport for CTC (if applicable):		
Tracking Details:	<input type="checkbox"/> Call	<input type="checkbox"/> Text <input type="checkbox"/> Email
<i>(details will be sent to contact provided in the Semen Shipment Contact Information below unless indicated here)</i>		
<b>Semen Shipment Contact Information</b>		
<i>(if different from Client Information above, such as when shipping directly to a vet clinic or breeding facility)</i>		
Name:		
Address:		
Phone:	Email:	
<b>Payment Information</b>		
<b><i>(Collection/shipping fees must be paid in full prior to stallion collection)</i></b>		
<i>(A credit card must be on file regardless of payment method selected below)</i>		
Payment Method:	<input type="checkbox"/> Cash	<input type="checkbox"/> Check <input type="checkbox"/> VISA <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover
Credit Card Number:		
Expiration Date:	CVC Code:	Billing Zip Code:
Name on Card:		
Signature of Card Holder:		