



www.SPPerformanceHorses.com
N3752 County Road K, Hager City, WI 54014 ~ (715) 781-1192
SPPerformanceHorses@Yahoo.com

IMPULSIFIED ~ 2024 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 **2024** breeding season which is defined as **February 1, 2024 through July 1, 2024**. 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:* \$1,000
- 2) *Early Bird Breeding:* \$600 (completed contract and full payment due by 12/1/2022)
- 3) *Loyal Breeder:* \$500 (mare must have previously produced a foal sired by Impulsified)
- 4) *Multiple Mare:* 2 Mares \$800 each; 3+ Mares \$700 each (circle one) (registration must show same "current owner" for all mares)
- 5) *Proven Mare:* ROM \$800; Honor Roll/SUP \$700; World/Congress/Reserve Champion \$600; Champion/
Versatility/Superior All-Around/Supreme Champion \$500 (circle one) (must include proof of PHA/PtHA/AQHA/NSBA 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 **2024**. Mare Owner also agrees to pay for collection, shipping, and/or any other breeding costs not included in the above breeding fees. 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 (2025 or 2026) only (unless this contract is the result of a Rebreed, in which case, please see original signed contract for eligible years of service). 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 (2025 or 2026) only (unless this contract is the result of a Rebreed, in which case, please see original signed contract for eligible years of service). Mare Owner must show they have exhausted all attempts at acquiring APHA Regular Registry for the 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 designated breeding seasons 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 (2025 or 2026) (unless this contract is the result of a Carryover Breeding, in which case, please see original signed contract for eligible years of service). 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 designated breeding seasons, 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 (VGL) at the University of California, Davis (UC 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/W20) 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). UC Davis VGL tested again in 2023 for Myosin-Heavy Chain Myopathy (MYHM) (also referred to as IMM or MY) with results also reporting negative (N/N). Etalon Diagnostics was utilized in 2023 to test the full panel including all new patterns. Results for the genetic diseases and color were reported the same as above. An additional modifier result indicated non-dun primitive markings (nd1/nd2). Pattern results indicated copies of Dominant White 32/Scandalous (N/W32) and Dominant White 35/Holiday (N/W35).

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 Testing Kit Order Form. Here is the link to the APHA forms: <https://apha.com/forms/registration-forms/>. AQHA also offers the OLWS individual test through UC Davis on their Equine Color Testing Form. Here is the link to the AQHA forms: <https://www.aqha.com/genetic-testing>. APHA also utilizes Etalon Diagnostics for testing: <https://www.etalondx.com>, though AQHA will not accept the results. Or Animal Genetics is another option, though not accepted by APHA or AQHA: <https://www.animalgenetics.com>.

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, as well as the Cash For Color Program so all foals resulting from the 2024 breeding season shall be eligible for enrollment into these programs. Additional futurities may also be available for resulting foals. A full listing of Stallion Engagements will be kept available on the website, www.SPPerformanceHorses.com/Impulsified. 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 deworming 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) Collection & 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, 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 collection and shipment shall be at the cost charged directly by the veterinary clinic used for the collection and shipping. Topline Equine Veterinary Care (TEVC) is the main clinic used for collections and shipping during the breeding season. Should the use of an alternate veterinary clinic be needed during the season, costs for collection and shipping will be at the discretion of that clinic.

At the time of this contract, the semen collection fee at TEVC is \$300. The shipping fee will be charged directly by the courier service or airline selected by Mare Owner to the credit card provided on the Semen Request Form based on the actual cost of shipping at the time of the request. Mare Owner may choose to utilize their own personal Fed-Ex/UPS account to pay for the shipping cost by providing the account number on the Semen Request Form. Counter-to-Counter (CTC) shipments will incur an additional \$100 courier fee to transport the shipment from the clinic to the Minneapolis/St. Paul (MSP) Airport. For additional information on TEVC's collection process/fees, please visit www.ToplineEquineVetCare.com/Stallions.html.

Shipments are generally sent via a standard equine cooled semen transport box. Mare Owner may forward their own Equitainer or Disposable, boldly marked with name and address. Mare Owner's Equitainer/Disposable must be clean, in good condition and arrive at least 48 hours prior to shipping to allow for proper freezing of coolant cans/pack.

All costs must be paid in advance of the collection of semen and a credit card must be on file with TEVC. The costs listed for collection and shipment here and online are subject to change at any time at the discretion of TEVC. 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 or by licensed veterinarians well-versed in equine reproduction. 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. Stallion Owner will make every attempt to get cooled semen to the Mare Owner in good condition, however, Stallion Owner makes no guarantees or warranties that the semen will be in good condition upon arrival due to the uncertainties during transport.

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, AQHA and/or PtHA rules and requirements concerning the use and handling of Transported Cooled Semen and Artificial Insemination.

Stallion Owner and Mare Owner agree to execute an Artificial Insemination/Cooled Transported Semen Breeders Certificate and shall comply with any parentage verification as required by APHA, AQHA and/or PtHA. 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 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" and a \$50 Bank Fee will apply to returned checks.

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

Note: A credit card must be on file with the 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/AQHA/PtHA/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 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
 (715) 781-1192 ~ SPerformanceHorses@Yahoo.com
www.SPerformanceHorses.com

Topline Equine Veterinary Care

3087 130th Avenue, Glenwood City, WI 54013
 (715) 684-9442 ~ ToplineEquineVetCare@Gmail.com
www.ToplineEquineVetCare.com

2024 SEMEN REQUEST FORM		
Mare Owner Information		
Name:		
Address:		
Phone:	Email:	
Mare Information		
Registered Name(s):		
Breed Registry(ies):	Registration Number(s):	
Shipping Information		
<i>Mare Owner is responsible for all shipping costs directly with the shipping company (via CC or account number provided below)</i>		
Shipping Preference:	<input type="checkbox"/> FedEx	<input type="checkbox"/> UPS <input type="checkbox"/> Airport
FedEx/UPS Account Number (if using Mare Owner's personal account for shipping):		
Able To Receive Saturday Delivery:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Nearest Airport (if shipping Counter-to-Counter):		
Authorized to Ship via Airport, at Mare's Veterinarian's Discretion:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Semen Shipment Contact Information		
<i>(if different from Mare Owner Information above, such as when shipping directly to Vet Clinic)</i>		
Name:		
Address:		
Phone:	Email:	
Payment Information		
Credit Card Type:	<input type="checkbox"/> VISA	<input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX
Credit Card Number:		
Expiration Date:	CVC Code:	Billing Zip Code:
Mare Owner's Signature Required Below For Shipment of Semen		
<p>By placement of my signature below, I, as the above named "Mare Owner", acknowledge and give my permission so that the above provided credit card information and/or shipping account information will be used to pay the collection fee to Topline Equine Veterinary Care (TEVC), as well as the chosen shipping company directly, for all shipping charges incurred, for each and all shipments of semen, as requested by myself, my veterinarian, or any other person designated by myself to manage the breeding of the above-named mare, in 2024. I acknowledge and agree that requests by individuals managing the breeding of the above-named mare are authorized to request shipment(s) of semen from the above-named stallion, as they see fit, and I shall not hold TEVC, its employees, or the stallion owner, accountable for any charges incurred by request(s) for shipment(s) of semen by anyone managing the breeding of the above-named mare. I acknowledge and agree that if the aforementioned credit card information is declined for any reason, that I must provide credit card information that is accepted before any semen is collected and/or shipped, and that if I fail to provide acceptable credit card information, that neither TEVC, its employees, nor the stallion owner, are responsible for payment of any incurred fees related to collection/shipment of semen and/or breeding of the above-named mare, by any veterinary clinic or other facility or individual providing such services to the above-named mare. I also acknowledge and agree that TEVC, its employees, and/or the stallion owner will make their best effort to collect and ship semen from the requested stallion, but any and all issues that arise as a result of request for collection being provided less than 24 hours prior to requested semen collection date, after semen collection, or during shipment of semen (including delay or loss of package) are not the responsibility of TEVC, its employees, or the stallion owner and I shall not attempt to hold them liable for any charges or losses incurred as a result of any issues arising that prevent or delay shipment of semen, or during the shipment of semen.</p>		
Mare Owner Signature: _____		Date: _____