CONTR	ACT #	



2026 STALLION SERVICE AGREEMENT FROZEN ONLY

I,	(the "Mare Owner"), hereby agree on	(the "Effective Date")
	this Agreement with Solo Select Horses, LLC ("Breeder") and	Peter A & Courtney Morgan
("Stallion O	wner") to breed the following mare,	(the "Mare")
Registration	#to the stallion THE FIREMEN (AQHA# 6112400)) / MR FIREMAN (APHA#
01115417) ((the "Stallion") for the 2026 breeding season (February 1, 2026	through July 31, 2026) (the
"Breeding S	eason") subject to the following terms and conditions.	

- 1. **BREEDING FEE & CHUTE FEE**. The breeding fee is \$3,000 plus a \$700 chute fee (Total of all Fees: \$3,700), which is broken down as follows:
 - a. Booking Fee: \$500
 - Due upon execution of contract to hold your spot and pricing on the stallions books. Non-refundable, non-transferable, applies only to calendar year/breeding season booked pursuant to this Agreement.
 - b. Stallion Fee: \$2,500
 - i. Due prior to the Mare being bred or semen being shipped
 - c. Chute Fee: \$700
 - . Due prior to the Mare being bred or semen being shipped
- 2. **SHIPPING; PICK UP FEES**. All shipping and pick up fees will be the sole responsibility of the Mare Owner, must be paid in advance or charged to credit card on file, and are as follows:
 - a. Fresh Semen Fees.
 - i. Pickup: \$125
 - ii. FedEx Overnight: \$350 Add \$100 for First Overnight or UPS
 - iii. Counter to Counter: \$475 Airline Options are American Airlines, Delta and United. Courier fees to DFW Airport or Dallas Love Field are included in these prices. Mare Owner is responsible for pickup costs at their chosen airport.
 - b. Frozen Semen Fees.
 - i. Pickup in Solo Select Tank: \$250
 - ii. Pickup in Mare Owner Tank: \$125 Tank must be fully charged or an additional \$125 fee will apply
 - iii. FedEx: \$400 3-5 day timeframe for shipping
 - iv. FedEx Rush: \$400 + Additional Shipping shipping rates TBD Mare Owner will pay actual difference from FedEx for rush versus regular shipping
 - v. **EARLY REQUESTS FOR FROZEN SEMEN ARE VITAL TO KEEPING YOUR COSTS DOWN.** We suggest requesting semen two weeks in advance.
 Frozen tanks are sent on a first come, first serve basis and availability is not guaranteed.

SHIPPED FROZEN SEMEN

- 3. **SHIPPED FROZEN SEMEN**. The Mare Owner understands that the Mare Owner must comply with the following when breeding with shipped frozen semen:
 - a. <u>Contract Type</u>. If the contract type chosen is frozen semen, the Mare Owner may not transfer this to a fresh semen contract without approval from the Breeder at the Breeder's sole discretion. This includes Rebreeds.
 - b. Orders. Orders for semen should be made at least two weeks in advance. A delay in ordering could result in increased shipping charges or the inability to ship due to tank availability.
 - c. <u>Doses</u>. Mare Owners requesting frozen semen should expect to receive only one (1) dose of semen.
 - d. <u>Semen</u>. Breeder only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs or losses incurred or arising from shipments that are delayed, damaged, or lost in transit. Breeder does not guarantee fertility of the Stallion. Mare Owner agrees to use all frozen semen provided by this Agreement for only the Mare and no other.
 - e. <u>Containers</u>. Shipping containers must be returned to Breeder within three days of arrival. Failure to do so will result in a \$250.00 late fee, with an additional \$100.00 fee for each subsequent day.
 - f. **Return Label**. Mare Owner may request that Breeder include a return label with the original shipment. Breeder recommends this to avoid late charges for late container returns. Estimated return label costs generally range from \$50 to \$150.
 - g. <u>Shipping Dates</u>. Availability of frozen semen shipments is not guaranteed after July 31 of the breeding year. Please request any late breeding shipments before this date.
 - h. <u>Shipment Viability</u>. Once the Stallion's semen leaves Breeder's facility, the Mare Owner assumes all responsibility for any losses, damages, delays, costs, and fees. No refunds will be provided for lost or delayed shipments.

ON-SITE BREEDING

- 4. **ON-SITE BREEDINGS**. The following shall apply to all on-site breedings at the Breeder's facility:
 - a. **On-Site Reproductive Fee**. An additional On-Site Reproduction Fee will be applied for all mares bred on-site.
 - b. Availability. On-Site breeding has LIMITED AVAILABILITY. Please contact Breeder to confirm availability and to schedule a drop off at least fourteen (14) days in advance. Space is limited and not guaranteed. If there is no availability, Breeder can refer you to other local breeding facilities.
 - c. <u>Documents</u>. Mare Owner must furnish Breeder with a current (no earlier than six (6) months before the date of this Agreement) negative Coggins test, Veterinarian's certificate of health, all current health and vaccination records relating to the Mare and copies of all registration papers of the Mare. If these documents do not accompany the Mare, Breeder's veterinarian will examine and/or test the Mare at Mare Owner's expense. The Breeder reserves the right to accept or reject any mare that is not in acceptable condition, or does not have all the records, tests, and registration documents as required herein.
 - d. **Facilities**. Breeder agrees to furnish all facilities for the care and feeding of the Mare while in Breeder's custody. Mare Owner agrees to pay for care and feed at the daily rate provided by Breeder. Breeder will exercise judgment in care and supervision of the Mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the Mare and foal at Mare Owner's expense.
 - e. **Release.** The Mare Owner agrees that the Stallion Owner, Breeder and its agents, managers, members, officers and employees shall not be responsible for any accident, injury, sickness, or death to the Mare or its foal, whether from flood, fire, theft, act of God, or any other reason. The Mare Owner shall indemnify and hold harmless Breeder and its officers, managers, members, agents, and employees from and against any and all claims, costs, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney fees, for injury or death to the Mare and/or foal. Any person associated with the Breeder is not liable for death, or any disease, accident, and/or injury caused to the Mare and/or the Mare's foal, and that Mare Owner is not liable for death, or any disease, accident, or injury caused to the Stallion.
 - f. **Pick-Up.** Breeder requires the balance of the Breeding Fee, plus all unpaid board and expenses to be paid in full before the Mare shall be released by Breeder. A representative of the Mare Owner will be allowed to pick up the Mare if a current credit card is on file that may be charged for all applicable expenses.
 - g. <u>Semen Type</u>. If this is a fresh semen contract, fresh semen will be used if available. However, the mare may be bred with frozen semen at the Breeders discretion.

- 5. MISCELLANEOUS. The Mare Owner hereby agrees to the following:
 - a. **Ownership.** The Mare Owner hereby represents and warrants it is the owner of record of the Mare.
 - b. **Pregnancy Status**. It is the Mare Owner's responsibility to notify Breeder of the pregnancy status within thirty-five (35) days of insemination. Failure to contact Breeder by September 1st will result in a \$100.00 late fee to add the Mare to the Stallion Breeding Report.
 - c. <u>Mare Substitutions</u>. If the Mare dies or becomes unfit to breed after execution of this Agreement but prior to breeding to Stallion, Mare Owner may transfer the breeding hereunder to a substitute mare owned by Mare Owner. Upon notification to Breeder of any substitution, Mare Owner shall pay \$50.00 to Breeder as a substitution fee and Mare Owner agrees to enter into a separate Agreement as to the substitute mare.
 - d. **Breeder's Certificate.** To obtain a Breeders Certificate, the Mare Owner must notify Breeder of the birth of the foal. The Breeders Certificate will not be issued or released until the account has been paid in full and all terms hereunder adhered to.
 - e. <u>Embryo Transfers.</u> The Mare Owner agrees to notify Breeder if this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify Breeder once the additional recipient mares have been confirmed in foal with a heartbeat present. The Mare Owner must then pay a Stallion Fee equal to the aforementioned Stallion Fee for each additional Live Foal. The additional Stallion Fee is due upon the additional foal(s) standing and nursing. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).
 - f. Live Foal Guarantee; Rebreeds. A "Live Foal" is one that stands and nurses without assistance. If the Mare is barren, aborts, or the foal is stillborn during an attended birth, a return breeding ("Rebreed") is guaranteed the following year. Confirmation from a licensed veterinarian must be received within seven (7) days. No warranty is made regarding the foal's fitness for a particular purpose or health. If the Mare does not produce a Live Foal in the first season, the Mare Owner is entitled to a Rebreed. Failure to return the Mare for breeding the following year forfeits all fees, and the right to Rebreed is terminated. Third-year Rebreeds are at the Stallion Owner's discretion. Breedings won through Facebook promotions do not include a Live Foal guarantee and are valid only for the year won.
 - g. **Rebreed Fee.** If eligible for a Rebreed, the Mare Owner must pay a Rebreed fee plus any associated shipping, pick-up, or on-site breeding fees to the Breeder the following year.
 - h. **Binding Agreement**. This Agreement is a binding agreement between Breeder, Stallion Owner, and Mare Owner and is non-transferable unless otherwise agreed to in writing and signed by all parties. Any transferred breedings will incur an additional Rebreed Fee and completed paperwork by the new assignee.
 - i. <u>Social Media</u>. The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Breeder, or any of its members, managers, employees, associates, or affiliates. Failure to do so may result in legal action regarding the content and damages associated with such action. Furthermore, Breeder reserves the right to terminate this Agreement in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a Rebreed.

- j. <u>Stallion</u>. Should the Stallion die or become unfit for service for any reason, then this Agreement shall become null and void and both parties are relieved of any further obligation hereunder. Stallion Owner will attempt to fulfill Agreements via frozen semen or ICSI at their sole discretion. Any amounts paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner. Additionally, Breeder makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.
- k. Accounts. All unpaid expenses will be paid upon receipt of an invoice or when the Mare leaves the Breeder's facility, whichever is first. The Mare and foal (if applicable) shall be released only upon payment in full of all outstanding balances, including those of the attending veterinarian. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within thirty (30) days will be subject to a finance charge of two percent (2%) per month or the maximum rate allowed by law. The Mare Owner hereby grants the Breeder an agister's lien and security interest in the Mare and any offspring of the Mare to secure the Mare owner's obligations under this Agreement. The Mare Owner authorizes the Breeder to file one or more financing statements to secure the foregoing.
- <u>Liability</u>. It is understood that Solo Select Horses, LLC, its owners, members, managers, employees, and guests shall not be liable for any injury, escape, disability, act of God or death of any horse on its premises. The parties hereby specifically agree that this Agreement shall be construed, governed, and interpreted by and in accordance with the internal laws of the State of Texas, with venue to be property in Grayson County, Texas.
- m. Attorney Fees. If it should become necessary for Breeder to retain the services of an attorney to enforce its rights under the terms of this Agreement, including but not limited to the collection of any sums due, the Mare Owner will pay Breeder all expenses and costs, including reasonable and necessary attorney's fees incurred by Breeder in enforcing this Agreement.
- n. Merger, Entire Agreement and Severability. This Agreement contains the entire agreement of the parties hereto and there are no oral or written promises or representations upon which the Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by all parties. Headings used herein are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.
- o. If a stallion leaves Solo Select management in the middle of the breeding season, Solo Select will forward a copy of all contracts and records to the stallion owner, after which will thus terminate all mare breeding contracts with Solo Select.

Please choose the following:					
Contract Type:	FROZEN ONLY				
Shipped/Onsite:	SHIPPED SEMEN	ON-SITE BREEDING			
Carry/ET:	CARRY	EMBRYO TRANSFE			
Effective the date first above writ BREEDER: SOLO SELECT HORSES, LLC,					
A Texas limited liability company By: Melanie Smith, Manager	y 	Please Remit to: Solo Select Horses 444 Solo Select Dr Gainesville, TX 76240 (903) 436-6615			
MARE OWNER:					
Owner Signature					
Printed Name: Title:					
Phone Number:					
Email Address:					
Address:					

<u>CREDIT CARD AUTHORIZATION</u>
A 3.5 % Convenience Fee will be charged on all Credit Card transactions.

	Name on Card:		
	Card Number:		
	Card Type:(Visa, Mastercard, Amex, Discover)	Expiration Date:	
	3/4 Digit Code:	Billing Zip Code:	
within unders	this form. The card will be charged for th tand that my information will be saved to this authorization at any time by contacting	dit card above for applicable standard and the Booking Fee immediately upon receipt of file for future transactions on my account ang us. This authorization will remain in ef	of the contract. I . You may
Signat	ure:	Date:	

Mare Owner MUST attach a copy of Mare's registration papers with the submission of this contract.

Shipped Semen Information

Name of Clinic:	Phone:
Contact/Veterinarian:	Phone:
Address:	
City/State/Zip:	
Clinic/Veterinarian Email:	
Does this location accept FedEx deliveries on Saturday? *If no. pleas	☐ Yes ☐ No e provide alternate delivery location below
Saturday Delivery Location:	· · · · · · · · · · · · · · · · · · ·
City/State/Zip:	
Nearest Major Airport:	
Alternate Airport:	

FRESH SEMEN ONLY - Please note the following

Semen MUST be requested by 5:00 pm the day prior to collection by contacting the Breeder at (903)436-6615. Shipment requests must be called or texted in. It is the Mare Owner's responsibility to ensure they receive a confirmation from the Breeder—either a text response, a call back, or a text reply to any voicemail left—to assure the mare is on the breeding list.

Mares on the premises of Solo Select Horses LLC have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, Solo Select Horses will ship on a first ordered, first served basis – so please call as early as possible to get your mare on the list. We can ALWAYS cancel you by 8 am on the collection day!

Once a request is made, we will consider it confirmed if not canceled by 8am Central Time the morning of a collection day. Any cancellations made after 8am will be subject to a \$150 late cancellation charge.

FRESH SEMEN: Please expect to receive ONE DOSE per shipment.