MACHINE MADE ICSI CONTRACT QH REG#5049789

Standing at Riverside Ranch

P.O. Box 11 - Sultan, WA 98294 - 817-304-0800

Contact & Correspondence: Cindy McCraw – P.O. Box 11- Sultan, WA 98294

Phone: 817-304-0800- Email: riversideranchtexas@gmail.com Embryo transfer: Yes No

	STALLION SERVICE CONTRACT Year Mare Foaled:
l	(mare owner), hereby agree to breed my mare
Reg # \$	(Mare) to the stallion Machine Made (stallion) for a fee of \$4,000.00 or Private treaty (the "Stallion Fee") I hereby further agree and understand as follow:
1.	A non-refundable booking fee in the amount of \$500.00 as well as a one time frozen semen charge of \$250.00 is due and payable upon the execution of this contract. The remaining balance of the Stallion Fee in the amount of, plus all unpaid expenses, shall be due and payable upon confirmation that the Recipient mare is confirmed to be forty-five (45) days in foal. Failure to Notify Riverside Ranch by the forty-five (45) day mark will result in an additional 500.00 fee at time of Registration. This contract, complete and intact, along with the \$500.00 non-refundable booking fee, must be returned to Stallion Owner's office for approval signature. This contract becomes valid upon the signature of Stallion Owner or its authorized representative. This contract is non-transferable without the approval of Stallion Owner. All expenses and fees must be fully paid before Stallion Owner will enter into any agreement for the rebreed of Mare. Any and all rebreed will be for the following year only.
2.	Failure to breed Mare in will cause this Contract to be cancelled and all money paid to be forfeited
3.	Mare shall be bred through the use of an intracytoplasmic sperm injection ("ICSI") procedure into the cytoplasm of a mature oocyte, which physically causes fertilization.
4.	If Mare Owner collects one or more embryos and elects to freeze them for use in a subsequent breeding year, please see provisions below applicable to frozen embryos.
5.	While being kept at any breeding or veterinary facility, Mare may require veterinarian services separate and apart from the ICSI procedure for breeding. Mare owner will be responsible for the additional services.
6.	Reasonable efforts will be made to obtain a viable embryo from Mare; however, if a viable embryo is not obtained for any reason, then Mare Owner agrees that neither the Stallion Owner (Candice Hall & Cory Seebach), Stallion Agent (Cindy McCraw) Riverside Ranch, nor representatives shall be liable for any costs or damages relating to Mare.
7.	The breeding season will begin and will close Mare Owner will be entitled to one (1) return breeding using the ICSI procedure to the following year <u>only</u> if the ICSI procedure fails to produce a live foal in, provided that all expenses are paid in full. Any rebreed of Mare is dependent upon the availability of ICSI straws from Stallion, ICSI straws cannot be guaranteed for the following breeding season.
8.	If the ICSI procedure does not produce a pregnancy in the breeding year, Mare Owner must pay
	ing balance of the Stallion fees plus all other expenses and fees to be eligible for a rebreed in the uent year.
зирзец 9.	Mare's registration certificate or a copy of the front and back of the certificate must be furnished.

- 10. Live Foal Guarantee (Does NOT apply to frozen embryos): A live foal means the foal shall stand and nurse. It is understood that if Mare proves to be barren, aborts her foal, or if her foal is stillborn, a return breeding will be guaranteed the following year only via the ICSI procedure, provided that proper notification is given and all fees are paid in full accordance with the terms of this Contract. Proper notification must be received in the form or a written certificate by a licensed veterinarian within seven (7) days of the date that Mare's foal was aborted or stillborn, stating that Mare had slipped or produced a non-viable foal. Mare Owner must verify that such abortion or death did not result from any act or omission of Mare Owner. Rhino vaccinations must be administered as indicated by the individual drug manufacturer as Mare progresses through her pregnancy. Failure to do so will void the Live Foal

Guarantee. If Mare is to be returned and Mare Owner fails to deliver Mare for rebreeding via the ICSI procedure the following year, the no fees shall be refund, and this Contract will be thereby cancelled.

11. Mare must be tested for GBED as a prerequisite to a breeding. If Mare is determined to be a carrier, then Mare Owner assumes risk, liability, damages and other consequences if Mare Owner elects to proceed with a breeding to Mare. MACHINE MADE IS A GBED carrier1.

Initial here that you are aware that Machine Made is GBED Carrier 1_____

- 12. This Contract provides for one (1) live foal and one (1) breeder's certificate.
- 13. A "Breeder's Certificate" will be issued upon notification of the birth of a live foal, providing all fees and expenses are paid in full.
- 14. For every breed purchased after the first breed by Mare Owner for the breeding year ______, Stallion Owner shall apply a discount of fifty percent (50%) of the Stallion Fee at no less than \$2,000.00. For example, Mare Owner shall pay the full Stallion Fee for the first breed and shall pay \$2,000.00 for the additional breeds. No matter the fee you pay for first breed any breeds after are \$2,000.00.

15.

Waiver or Liability: Mare Owner hereby waives any responsibility of Stallion Owner (Candice Hall & Cory Seebach), Stallion Agent (Cindy McCraw) Riverside Ranch, and their respective representatives ("Released Parties") for accidents, sickness or death to Mare and/or foal. Furthermore, Mare Owner hereby agrees that Released Parties shall not be liable for any negligence or errors that Released Parties may exercise their judgment in supervising and caring for Mare and/or foal. Mare Owner hereby agrees to obtain insurance or self-insure the value of the Mare and foal, hereby covenants not to sue Released Parties and to hold Released Parties harmless from any loss related Mare and Foal. WARNING: Under Washington State Law RCW 4.24.540 Limitations on liability for equine activities—Exceptions.

- (1) Except as provided in subsection (2) of this section, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity, and, except as provided in subsection (2) of this section, no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.
- 16. Should it become necessary for Stallion Owner to retain the services of an attorney to enforce its rights under the terms of this Contract, including, but not limited to, the collection of any sums due hereunder, Mare Owner agrees to pay Stallion Owner all expenses and costs, including reasonable and necessary attorney's fees incurred by Stallion Owner in enforcing this Contract.
- 17. Mare Owner hereby grants to Stallion Owner a security interest in Mare, any foal born to Mare as result of the breeding contemplated in this Contract, and the proceeds of any sale of Mare or her foal, to secure (a) payment of any and all sums due pursuant to this Contract, and (b) all liability of the undersigned to Stallion Owner and its respective representatives, now existing or hereinafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions or substitutions therefore.
- 18. Any dispute related to this Contract will be governed by the laws of the State of Washington, and venue of any dispute arising from this contract shall be in Snohomish County, Washington.
- 19. Stallion owner reserves the right to participate in any incentive program, with or without notice to Mare Owner.

TERMS FOR FROZEN EMBRYOS

- 1. Mare Owner represents that, during the breeding of Mare, Mare Owner caused_____ embryos to be collected and frozen for embryo transfer in a year subsequent to the _____ breeding year.
- 2. Stallion Owner agrees to provide breeding certificates for foals resulting from embryos frozen for which Mare Owner (i) notifies stallion agent they are implanting an embryo {ii}pays the Stallion Fee in full (iii) notifies the American Quarter Horse Association ("AQHA") pursuant to the then applicable rules of the AQHA and complies with all applicable rules of the AQHA pertaining to registration of the foal, (iv) notifies the Stallion Owner prior to an embryo being released from storage for any reason, and (v) identifies the recipient mare and date of embryo transfer.
- 3. Mare Owner may produce as many embryos as they choose.
- 4. The Stallion Fee of the current year will be charged for the first, then every embryo after shall be 50% of the first contract paid for that years stud fee. \$500. Booking before transfer is done and remainder will be due at 45 days of checked safe in foal. An additional \$500. Will be charged for a live foal when not properly notified of such procedures.
- 5. There is NO live foal guarantee, GBED foal guarantee, or return privilege for the use of frozen embryos.

6.	PRIVATE TREATY ARRANGEMENT: listed as follows.	
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	Signature of Mare Owner	
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	N. CM. O.	
	Name of Mare Owner	
	Address	
	City/State/Zip	
	City/State/Zip	
	Phone	

Mare Owner

Date				
ACCEPTED (Stallion Owner	r and or Stallion Agent):			
Ву	Da	Date		
Credit Card Information (Card applied.)	will be charged upon receipt of	Agreement. A 4% fee will be		
Please charge my credit card for all fe	ees incurred in breeding my ma	are via shipped semen.		
VISA MASTERCARD	DISCOVER Phon	e		
Name on Card (print)				
Signature				
Billing statement address				
Billing statement address	State	Zip		
Signature Billing statement address City Card # Email Address	State Exp. Date	Zip 3 # on back of card _		
Billing statement address City Card #	State Exp. Date	Zip 3 # on back of card _		
Billing statement address City Card #	State Exp. Date	Zip 3 # on back of card _		

RIVERSIDE RANCH Cindy McCraw P.O. Box 11 •Sultan, WA 98294 Mobile 817-304-0800

Date