



SANCTUS STALLION BREEDING CONTRACT

This agreement is made on this _____ day of _____, 20____, by and between _____ ("Mare Owner") and the owner(s) Scott Durham/Team Sanctus LLC ("Stallion Owner") of SANCTUS ("Stallion") AQHA Registration No. 573392.

The Stallion will stand at stud during the 2021 breeding season at Weatherford Equine Breeding Center known as "WEBC", and the parties hereby agree to Contract for breeding services.

MARE INFORMATION

Mare Name:	Mare Registration #:
PLEASE SELECT: <input type="checkbox"/> CARRY <input type="checkbox"/> EMBRYO TRANSFER <input type="checkbox"/> ICSI <input type="checkbox"/> FROZEN	HERDA RESULTS (if known):

MARE OWNER INFORMATION

NAME:			
COMPANY NAME:			
BILLING ADDRESS:			
City:		State:	
DAYTIME TEL:		EVENING TEL:	
CELL:		FAX:	
EMAIL:			

AIRPORT INFORMATION

NEAREST MAJOR AIRPORT		
SEMIEN SHIPPING ADDRESS:		
CITY:	STATE:	ZIP:

VETERINARIAN INFORMATION

VETERINARIAN NAME:	
VETERINARIAN CLINIC:	
OFFICE PHONE:	CELL PHONE:

CONTRACT PROVISIONS

- 1) Team Sanctus LLC hereby agrees to reserve one 2021 breeding to SANCTUS (AQHA Registration # 5773392), for the mare _____ Registration # _____ for the breeding fee of \$2,500 payable to Team Sanctus LLC. and a chute fee of \$650 payable to WEBC. A separate contract is required for each breeding to this mare if more than one pregnancy (via embryo transfer) is desired. **Receiving a contract does not reserve a place in the stallion book; spots are reserved on a first returned, first served basis.**
- 2) **Breeding Fee Deposit: \$1,000 non-refundable deposit due within 5 business days of the effective date of this contract. All funds owed hereunder shall be made to Team Sanctus LLC via credit card or check. All fees must be paid in full prior to the first shipment of semen.**
- 3) A copy of the front and back of the mare's registration certificate must be provided along with this contract. Any semen shipped shall be used exclusively to breed the mare specified in this contract. If used on another mare that is not contracted, an additional fee of 3x times the original stud fee (\$2500) will be assessed.
- 4) If the stallion should die or become unfit for service prior to the mare confirming in foal, the breeding fee shall be refunded. The chute fee is non-refundable.
- 5) If the mare should die or be deemed unfit to breed, Team Sanctus LLC must be provided with a statement signed by a licensed veterinarian confirming these conditions. In this event, a substitute mare may be designated at no additional charge. In all other cases, a mare substitution fee may be charged by Team Sanctus LLC.
- 6) The chute fee includes the first shipment of semen via either: one in person pickup OR one airline shipment OR one FedEx overnight shipment. Fees for additional shipments are as follows: second pick up \$50, third and subsequent pickups \$100, Airline \$250 or overnight FedEx \$300. Fees for additional shipments must be paid before semen will be sent. Additional fees may apply for shipments outside of the U.S. Fees are subject to change at any time with or without notice.
- 7) The stallion will be collected on a set schedule between **February 1, 2021 and July 15, 2021.**
- 8) Reasonable efforts shall be undertaken to settle the mare; however, if for any reason the mare does not settle, Team Sanctus LLC or WEBC, and Stallion Owner shall not be held liable and breeding/chute fee shall not be refunded.
- 9) Semen orders must be placed by 5pm Central Standard Time (CST) the day prior to collection/shipment. Semen orders are considered confirmed upon receipt. Semen orders must be cancelled providing written notice to Stallion Owner by 8am CST the day of the collection. If the semen order is cancelled after 8am CST the day of collection, the mare owner will be charged a Chute fee.
- 10) There is no guarantee of the semen delivery time or of the semen quality at the time of arrival. In the event of insufficient semen on a particular breeding day, Team Sanctus LLC/WEBC will ship semen on a first ordered, first served basis. Depending on demand, owners requesting semen should expect to receive a single dose of semen. Two doses will be shipped only if available. If fresh semen is not available, the mare owner has the option of receiving frozen semen, if available. Any unused frozen semen remains the property of Team Sanctus LLC and Stallion Owner and must be returned to WEBC at the mare owner's expense within 7 business days.
- 11) This contract provides for one live foal and one breeder's certificate. If twin embryos are recovered, only one chute fee and one stallion fee are to be charged, this only applies if the embryos are put in the same year, and it is the mare owner's responsibility to notify Team Sanctus LLC within three weeks. The mare owner will be required to complete an additional breeding contract and pay an additional breeding fee and chute fee if more than two future embryos are recovered for that year.
- 12) If an ICSI procedure is used to produce multiple embryos, the mare owner will be required to complete an additional breeding contract and pay an additional breeding fee and chute fee for each viable, desired embryo attained.
- 13) If the mare owner chooses to freeze an embryo, mare owner shall pay all fees related there to. It is also the mare owner's responsibility to notify Team Sanctus LLC when the frozen embryo is utilized. Rebreeds for frozen embryos will be at the discretion of Team Sanctus LLC and Stallion Owner in their sole and absolute discretion.
- 14) To obtain a breeder's certificate, you must notify Team Sanctus LLC of the birth of the foal. The certificate will not be issued if the account has not been paid in full.
- 15) Should the mare abort the fetus during her pregnancy or should the foal born to the mare not stand and nurse, the mare owner shall be entitled to a rebreed applicable only to the season set forth in this contract. If either of the foregoing occurs, the mare owner's sole remedy shall be the right of the rebreed. The rebreed shall apply only if Team Sanctus LLC is notified in writing within one week of the mare palpating open or of the death of the foal. The notification must include a signed statement from a licensed veterinarian stating the cause of abortion or the foal's cause of death. An abortion or death that results from any act or omission from the mare owner will void the rebreed. The mare owner will be required to pay a chute fee for the rebreed. Second year rebreeds will be at the sole discretion of Team Sanctus LLC and Stallion owner and additional breeding fees may apply.
- 16) In the event the mare tests N/HRD (carrier for the HERDA gene), any foal produced from the breeding set forth in this contract must have a hair sample tested at an approved laboratory before it reaches one month of age. If the foal tests HRD/HRD (affected by the HERDA gene), Team Sanctus LLC must be notified within one week of the test results. In this event, a breeder's certificate will not be issued, and the mare owner will be eligible for a rebreed to a mare belonging to mare owner that tests N/N (not affected by HERDA gene). If the breeder's certificate was issued prior to testing, the mare owner must return the breeder's certificate (if not yet registered) or the registration papers (with a signed transfer) to Team Sanctus LLC before a rebreed will be issued. The rebreed applies only to the season immediately following the season set forth in this contract. The mare owner

will be required to pay a chute fee for the rebreed. The original mare will not be eligible for the rebreed. If the mare owner does not have another mare that is eligible (N/N), the breeding fee will be returned (chute fee is non-refundable). Mares that are carriers of GBED will not be considered for breeding.

- 17) The Stallion owner reserves the right to participate or not in any incentive program, with or without notice to the mare owner. Requests by the mare owner for nominations/enrollments to additional incentive programs will be at the discretion of Team Sanctus LLC and Stallion Owner, and if approved, the mare owner will be required to pay all fees for incentive registration.
- 18) All fees (except for the breeding fee) are subject to change without notice and the mare owner is subject to the current fees.
- 19) This contract grants Team Sanctus LLC and stallion owner a security interest in the mare, any foal born to the mare as a result of this breeding, and the proceeds of any sale of the mare or its foal, to secure payment of any and all fees due pursuant to this contract.
- 20) The mare owner shall hold Team Sanctus LLC, stallion owner, and WEBC harmless of any incident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any action whatsoever arising of, or connected in any way with, shipped semen breeding. This includes, but is not limited to, any claims of damages or injury that may occur to any person or personal property.
- 21) Any dispute related to this contract shall be construed, governed and interpreted by and in accordance with the laws of the State of Texas. If any action or arbitration is brought to enforce or interpret the terms of this contract, the venue shall be in Tarrant County, Texas. If it should become necessary for Team Sanctus LLC, Stallion owner, and/or WEBC to enforce its rights under the terms of this contract, including but not limited to the collection of any fees due, the mare owner will pay all expenses and costs, including reasonable and necessary attorney and legal fees, incurred by Team Sanctus LLC, stallion owner, and/or WEBC.
- 22) This contract is non-transferable or assignable without prior written consent from Team Sanctus LLC or Stallion Owner. Any changes on this contract without written permission from Team Sanctus LLC and or Stallion Owner will make this contract null and void.
- 23) Payments must be made with U.S. Dollars via check, credit card, or wire transfer. **Stallion Breeding Fee must be made payable to Team Sanctus LLC if using check for payment. Chute fee must be made payable to WEBC if using a check for payment.** Additional fees may apply for credit card charges. Contact Team Sanctus LLC for instructions on paying via wire transfer; mare owner will be responsible for applying any fees that may be charged to credit the funds to Team Sanctus LLC.
- 24) This contract completed and signed, along with all requested documents, forms and fees, must be returned to Team Sanctus LLC to reserve the breeding.

PAYMENT PROVISIONS

A credit card number will be required before shipment of semen. The Mare Owner agrees to pay the Stallion Fee & Chute Fee prior to shipment. (Credit cards accepted: Visa, MasterCard)

Payable to: "Team Sanctus LLC":

- \$2,500.00** Stallion Fee
- \$1,000.00** Breeding Fee Deposit: *If not making complete payment for Stallion Fee with contract submittal a deposit is required. Deposit is due within 5 business days of contract receipt by Team Sanctus LLC.

Weatherford Equine
 6375 Mineral Wells Highway
 Weatherford, Texas 76088
 Office: 817-594-9181
 Fax: 817-594-9183
 Email: breeding@weatherfordequine.com

Payable to: "Weatherford Equine Breeding Center":

- \$650.00** Chute Fee / Breeding Fee

Payment Information

Please Select Stallion Fee Payment Method:	<input type="checkbox"/> Check # _____	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Wire Transfer
Please Select Chute Fee Payment Method:	<input type="checkbox"/> Check # _____	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Wire Transfer
Please Select Stallion Fee Deposit (if only making deposit payment)	<input type="checkbox"/> Check # _____	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Wire Transfer

A VALID CREDIT CARD MUST BE ON FILE WITH TEAM SANCTUS LLC & WEBC SERVICES BEFORE ANY SEMEN WILL BE SHIPPED. A 4% CONVENIENCE FEE WILL BE CHARGED FOR ALL CREDIT CARD TRANSACTIONS			
CREDIT CARD NUMBER:	NAME ON CREDIT CARD:		
TYPE:	<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD	EXPIRATION DATE:	
BILLING ADDRESS:			
CITY:	STATE:	ZIP:	
SIGNATURE AUTHORIZATION: (Typing or Printing Name gives full authorization to process Credit Card)			

By printing, typing, or signing name below, the mare owner attests that he/she has read and accepts all provisions of this contract.

MARE OWNER:

Signature *Printed Name & Title* *Date*

TEAM SANCTUS LLC:

Signature *Printed Name & Title* *Date*

This contract, complete and intact, must be returned to Team Sanctus LLC. This contract becomes valid upon signature of stallion owner or authorized agent. This contract is non-transferable without the written approval of the Stallion Owner or authorized agent.

OFFICE USE ONLY			
Authorized By: _____	Date: _____		
Date Received: _____	<input type="checkbox"/> Stallion Fee Paid	<input type="checkbox"/> Chute Fee Paid	
Other: _____			