



2027 STALLION BREEDING CONTRACT

This Stallion Breeding Contract ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the undersigned owner, lessee, or authorized agent of the mare identified below ("Mare Owner") and Chicopee Farm, LLC ("Stallion Owner"). Mare Owner and Stallion Owner may each be referred to as a "Party" and collectively as the "Parties." The breeding contemplated by this Agreement is for ICEE HOTT, a 2023 sorrel AQHA/APHA stallion ("Stallion").

1. Breeding Fee. The total breeding fee is \$_____ ("Breeding Fee"). A booking fee/deposit of \$_____ ("Booking Fee") is due upon execution of this Agreement. The Booking Fee is nonrefundable. The remaining balance of \$_____ to satisfy the Breeding Fee must be paid in full prior to any semen being shipped. The Breeding Fee paid under this Agreement is for the breeding of the Mare identified herein and provides Mare Owner with the opportunity for the possibility of producing one (1) foal. Payment of the Breeding Fee does not constitute a guarantee that the Mare will conceive, maintain a pregnancy, or produce a live foal, except as expressly provided by any such guarantee as expressly provided in this Agreement. If more than one (1) Live Foal is born from this Agreement, an additional Breeding Fee shall be due and payable for each Live Foal born after the first foal, and shall be paid within seven (7) days following such birth.

2. Mare Information. Subject to the terms and conditions of this Agreement, Stallion Owner permits Mare Owner to breed the following mare ("Mare") to the Stallion identified in this Agreement during the applicable breeding season:

MARE NAME: _____

REGISTRATION NUMBER(S): _____

BREED(S): _____

A complete and legible copy of the Mare's current registration papers must be provided to Stallion Owner with the executed Agreement. Stallion Owner may decline to accept or process the breeding until the required registration papers have been received. Mare Owner represents that the registration information provided to Stallion Owner is accurate and that the Mare Owner is the owner, lessee, or duly authorized agent of the Mare.

3. Collection and Shipping Fees and Procedures.

Collection Fee. Mare Owner is responsible for a collection/chute fee of \$465.00 per collection ("Collection Fee").

Shipping Fee. Mare Owner is responsible for all actual shipping, delivery, and related transportation charges incurred in connection with the shipment of the semen. Such shipping fees are separate from and in addition to the Breeding Fee and Collection Fee and shall be paid by the Mare Owner.



Collection List. The Mare must be placed on the collection list by 6:00 PM Central Time the day before collection and must confirm or cancel by 9:00 AM Central Time on the day of collection. **All collection orders, confirmations, and cancellations must be made exclusively by calling or texting 860-888-6543.** A telephone call must be answered by the designated contact; leaving a voicemail, whether or not the voicemail is subsequently reviewed, does not constitute notice, confirmation, or cancellation. *No other method of communication or notification will be accepted for purposes of placing, confirming, or canceling a collection order, including, without limitation, Facebook or other social media messages, Facebook Messenger, email, or any other electronic or written communication.* The Mare Owner is responsible for ensuring that the call or text is successfully received. Calls or texts on collection morning may not guarantee shipment of semen that day.

Reusable Shipping Container. If a reusable shipping container is provided or sent for the shipment of the semen, the Mare Owner is responsible for any applicable cost associated with returning the container to the Stallion Owner. The Mare Owner shall return the reusable shipping container to the address identified by the "From" address on the original shipment within seven (7) days after insemination of the Mare. The Mare Owner is responsible for arranging and paying for return shipment and for ensuring the container is properly packaged and returned within the required seven (7) day period.

4. Cooled and Frozen Semen Availability. Mare Owner acknowledges that the Stallion will likely be active in training and showing during the applicable breeding season. Accordingly, cooled semen may be limited subject to the Stallion's training, showing, travel, and/or other performance activities during the applicable breeding season. Accordingly, cooled semen availability is subject to the Stallion's schedule and may be limited or unavailable on particular requested collection dates. ***Cooled semen is not guaranteed to be available for every requested collection date.*** If Mare Owner requests a collection and cooled semen cannot be provided because the Stallion is unavailable for collection for any circumstance, Stallion Owner may, in its sole discretion, offer or provide frozen semen in lieu of cooled semen. Mare Owner acknowledges that frozen semen has different handling, storing, and breeding requirements than cooled semen and that all veterinary and reproductive requirements associated with the use of frozen semen shall be the responsibility of the Mare Owner. If the Stallion becomes unavailable due to death, serious injury, illness, infertility, retirement, or another circumstance, Stallion Owner may, in its discretion, provide frozen semen. Except as otherwise expressly provided above, requests for frozen semen should be made at least forty-eight (48) hours in advance of the requested shipment date. Mare Owner acknowledges that the forty-eight (48) hour notice period is a scheduling requirement and does not guarantee that frozen semen will be available for shipment on a particular date. Stallion Owner does not guarantee that frozen semen will be available in sufficient quantity or for shipment on any particular date.

5. Semen Shipment and Viability. Any semen shipment is intended solely for the insemination of the Mare identified in this Agreement and for one (1) breeding during the applicable breeding cycle, subject to the embryo transfer and ICSI provisions of Section 6, unless otherwise agreed in writing by Stallion Owner. Stallion Owner will use reasonable care and standard practices in collecting, processing, packaging, and preparing the semen for shipment. Mare Owner is solely responsible for providing accurate and complete shipping information, including the recipient's name, delivery address, telephone number, email address, and any other information reasonably required for shipment. Stallion Owner shall



not be responsible for any delay, failed delivery, misdelivery, additional shipping charge, loss, or other untimely information provided by Mare Owner. Once semen leaves Stallion Owner's facility and is released to a carrier, Mare Owner, veterinarian, reproductive facility, or other third party, Stallion Owner shall have no responsibility for any loss, delay, damage, mishandling, temperature fluctuation, improper storage, improper thawing, carrier failure, delivery failure, or other condition or circumstance occurring after release. Mare Owner assumes all risk associated with the receipt, transportation, storage, handling, and use of semen after release from Stallion Owner's facility. Stallion Owner does not guarantee conception, pregnancy, or the viability or suitability of semen after release from Stallion Owner's facility, except to the extent expressly provided by the Live Foal Guarantee in this Agreement.

6. Embryo Transfers and ICSI. Stallion Owner permits embryo transfer and intracytoplasmic sperm injection ("ICSI") in connection with the breeding contemplated by this Agreement, provided that the Mare Owner communicates its intent to perform an embryo transfer or ICSI to Stallion Owner in advance of the procedure. Any ICSI procedure must be performed by a qualified equine reproductive veterinarian or laboratory. Mare Owner shall promptly notify Stallion Owner of the creation, transfer, implantation, pregnancy, and birth of any Live Foal resulting from an embryo created from the breeding and shall provide such information as the Stallion Owner reasonably requests for accurate breeding, registration, and offspring tracking.

The use of semen from the Stallion for ICSI shall constitute the use of one (1) breeding under this Agreement, regardless of the number of oocytes injected or embryos created. Semen provided under this Agreement may not be used to breed or create embryos for any mare other than the Mare identified in this Agreement, or otherwise to be sold, transferred, assigned, donated, and/or conveyed to any other person or entity, without the prior written consent of Stallion Owner.

Each embryo created from a breeding under this Agreement or through ICSI using semen provided under this Agreement must be implanted within two (2) years from the date the embryo is created. Any embryo not implanted within such two-year period shall have no remaining breeding rights under this Agreement unless Stallion Owner expressly agrees otherwise in writing.

If more than one (1) Live Foal is born from embryos created, an additional Breeding Fee shall be due and payable for each Live Foal born after the first foal, and shall be paid within seven (7) days following such birth. Each additional Breeding Fee shall be equal to the Stallion's then current Breeding Fee for the applicable foaling year.

The additional Breeding Fee applies regardless of the number of embryos created, transferred, or implanted through conventional embryo transfer or ICSI and is based on the number of foals ultimately born from embryos created from the breeding. Embryos created under this Agreement may not be sold, transferred, assigned, donated, or otherwise conveyed to another party without the prior written consent of Stallion Owner. Any permitted transfer shall remain subject to all applicable terms and obligations of this Agreement unless Stallion Owner expressly agrees otherwise.



7. Breeding Year Pregnancy Notice. Mare Owner shall notify Stallion Owner in writing no later than July 1st of the applicable breeding year whether pregnancy has been confirmed from the breeding covered by this Agreement. Failure to provide timely notice as required by this Section may result in forfeiture of any rebreeding right or other remedy that would otherwise be available under the Live Foal Guarantee.

8. Live Foal Guarantee/Veterinary Reproductive Requirements. Subject to Mare Owner's full and timely compliance with this Agreement, Stallion Owner provides a limited live foal guarantee. For purposes of this Agreement, a "Live Foal" means a foal that is born alive, stands, and nurses normally and survives for 24 hours following birth.

If the Mare does not produce a Live Foal in the subsequent foaling year, Mare Owner will receive one (1) rebreeding to the Stallion for the following breeding season, subject to this Agreement and subject to the Stallion's availability. The rebreeding is Mare Owner's sole and exclusive remedy for failure to produce a Live Foal and is not redeemable for cash or transferable or assignable without Stallion Owner's prior written consent.

The Live Foal Guarantee will not apply if Mare Owner fails to provide appropriate veterinary care, fails to timely notify Stallion Owner of pregnancy or pregnancy loss, fails to provide requested veterinary documentation, fails to pay amounts due, or otherwise materially breaches this Agreement. If the Mare miscarries, aborts, or the foal is born dead, Mare Owner shall notify Stallion Owner in writing within ten (10) days after the event and, upon request, shall provide Stallion Owner with a written statement from the attending veterinarian describing and documenting the occurrence. Failure to provide timely notice and requested veterinary documentation may result in forfeiture of the rebreeding right.

Any rebreeding right granted under this Section must be exercised during the immediately following breeding season and shall expire at the end of that breeding season if not used, unless Stallion Owner agrees otherwise in writing. The expiration of use of such rebreeding right shall terminate any further rebreeding rights arising from the original breeding, and no additional or successive rebreeding right shall arise if the Mare fails to produce a Live Foal from the rebreeding. A rebreeding is subject to all applicable terms, conditions, fees, collection procedures, shipping charges, and other requirements of this Agreement. Mare Owner shall not be entitled to a refund or credit in lieu of an unused or expired rebreeding right. The Live Foal Guarantee applies only to the Mare identified in this Agreement or to an approved substitute Mare under Section 9 and does not create any right to substitute another mare without Stallion Owner's prior written consent.

If Stallion Owner reasonably determines that a Mare has failed to conceive or maintain a pregnancy following repeated breeding attempts, Stallion Owner may require Mare Owner, as a condition of any subsequent breeding or rebreeding, to provide a veterinarian's statement regarding the Mare's reproductive status and/or current culture, cytology, or other reproductive testing reasonably requested by Stallion Owner. Any such testing, examination, and/or documentation shall be performed at Mare Owner's sole expense. Stallion Owner may withhold collection, shipment, and/or use of rebreeding right until the requested documentation has been received and reviewed by the Stallion Owner. Stallion Owner



may also require that any subsequent breeding be performed in accordance with reasonable veterinary recommendations concerning the Mare's reproductive condition. Nothing in this provision creates an obligation for Stallion Owner to diagnose or treat the Mare or to determine the cause of any failure to conceive or maintain a pregnancy.

9. Mare Substitutions. If the Mare identified in this Agreement dies, becomes medically or reproductively unable to be bred, or otherwise becomes unavailable for breeding before the breeding right has been used, Mare Owner may request to substitute another mare, subject to Stallion Owner's prior written approval, in its sole discretion. Any substitute mare must be acceptable to Stallion Owner and must meet any applicable health, reproductive, registration, and breeding requirements established by Stallion Owner. Stallion Owner may require a copy of the substitute mare's current registration papers and such other information as Stallion Owner reasonably determines is necessary before approving the substitution. No substitution shall be effective unless approved by Stallion Owner in writing before the substitute mare is bred. A substitution shall not create any additional breeding, rebreeding, or transfer rights beyond those provided under this Agreement, and all terms and conditions of this Agreement shall apply to the substitute mare. A substitution shall not extend any expiration date applicable to the breeding right unless Stallion Owner expressly agrees otherwise in writing.

10. Donated Breedings. A donated breeding constitutes one (1) breeding privilege for one (1) resulting Live Foal. Any breeding donated by Stallion Owner must be used within two (2) years from the date the breeding becomes available, unless otherwise agreed in writing by the Stallion Owner. For a donated breeding, Mare Owner is still responsible for all collection, processing, handling, and shipping fees and all other applicable fees and expenses associated with the breeding. Unless expressly stated otherwise in writing at the time the donated breeding is awarded, a donated breeding is subject to the Live Foal Guarantee and all other applicable terms and conditions of this Agreement. Any unused donated breeding will automatically expire after the applicable period. A donated breeding may not be redeemed for cash or transferred, assigned, sold, or otherwise conveyed without Stallion Owner's prior written consent. For purposes of calculating any additional Breeding Fee for a donated breeding which results in more than one (1) live foal, the Breeding Fee shall mean the Stallion Owner's then-current Breeding Fee for the applicable foaling year, notwithstanding that the original breeding was donated and no Breeding Fee was paid for the initial breeding.

11. Payment Authorization. Mare Owner shall complete the Credit Card Authorization Form attached as Exhibit A. Mare Owner authorizes Stallion Owner or its designated payment processor to charge the card on file for the Breeding Fee, collection, processing, handling, shipping, return shipping, reusable shipping container, and other applicable fees, charges, or expenses owed by Mare Owner under this Agreement when due or incurred. A 3% credit card processing fee will be added to the credit card payments to the extent permitted by applicable law. Mare Owner may use another payment method accepted by Stallion Owner to avoid the processing fee.



Mare Owner shall maintain a valid payment method on file while breeding or rebreeding rights remain outstanding and while any payment or other financial obligation under this Agreement remains unpaid. Stallion Owner may withhold collection or shipment of semen until all applicable charges have been paid.

If a payment is declined, reversed, disputed, charged back, or otherwise not successfully collected, Mare Owner remains responsible for the underlying amount and any reasonable costs incurred by Stallion Owner in connection with collection of that amount. A payment dispute or chargeback does not relieve Mare Owner of the underlying payment obligation. Stallion Owner may require payment in advance of any future collection, shipment, or other service if Mare Owner has previously failed to timely pay an amount due under this Agreement.

12. Registration and Records. Mare Owner is responsible for all costs and requirements associated with registration of any resulting foal, including DNA testing, parentage verification, registration, and transfer fees. Mare Owner agrees to provide Stallion Owner with the information reasonably necessary to maintain accurate breeding, embryo, and offspring records. Mare Owner shall provide Stallion Owner with complete and accurate information reasonably necessary for breeding, embryo, offspring, and registration records and shall promptly notify Stallion Owner of the birth of any resulting Live Foal and any material change in the ownership or registration status of the Mare or resulting foal.

Stallion Owner may withhold the Breeder's Certificate and/or any other breeding or registration documentation for any resulting Live Foal if any amount owed to Stallion Owner in connection with this Agreement remains outstanding or if Mare Owner has materially failed to comply with this Agreement. Such documentation will be provided to the Mare Owner following payment in full of all outstanding amounts and satisfaction of any outstanding material obligations under this Agreement, to the extent permitted by applicable law.

13. No Warranty Regarding the Foal(s). Mare Owner acknowledges that Stallion Owner makes no representations or warranties, express or implied, regarding any Live Foal resulting from the breeding, including, without limitation, any representation regarding the foal's health, conformation, temperament, disposition, performance, athletic ability, soundness, fertility, breeding potential, show potential, trainability, suitability for any particular use, future value, and/or marketability. Any descriptions, photographs, pedigrees, performance records, or other information provided regarding the Stallion or its offspring are for informational purposes only and do not constitute a warranty or guarantee regarding the resulting foal. Mare Owner acknowledges that the characteristics, health, performance, value, and other qualities of any resulting Live Foal are subject to numerous factors outside Stallion Owner's control.

14. Limitation of Liability. To the fullest extent permitted by applicable law, Stallion Owner shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, loss of use, loss of value, loss of breeding or performance potential, or other speculative damages arising out of or relating to this Agreement, the breeding, the Mare, any embryo, or any resulting foal. Except for Stallion Owner's gross negligence or willful misconduct, Stallion Owner's total aggregate liability arising out of or relating to this Agreement shall not exceed the amount of the Breeding Fee



actually paid to Stallion Owner for the applicable breeding. Mare Owner acknowledges that the limitations of liability set forth in this Section are material terms of this Agreement and were considered in establishing the Breeding Fee and other charges. The remedies expressly provided in this Agreement, including any applicable rebreeding rights under the Live Foal Guarantee, are Mare Owner's exclusive remedies with respect to the matters addressed herein.

15. Indemnification. To the fullest extent permitted by applicable law, Mare Owner shall defend, indemnify, and hold harmless Stallion Owner and its owners, officers, employees, agents, representatives, contractors, veterinarians, and affiliates from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any claim by a third party relating to the Mare, any embryo, or any resulting foal, or arising out of Mare Owner's acts or omissions or the acts or omissions of any veterinarian, reproductive facility, carrier, agent, representative, or other third party engaged by or through Mare Owner, except to the extent caused by Stallion Owner's gross negligence or willful misconduct. Mare Owner shall promptly notify Stallion Owner of any claim subject to indemnification and shall reasonably cooperate in the defense of such claim. Stallion Owner shall have the right to participate in the defense with counsel of its choosing at its own expense. Mare Owner shall not settle any claim in a manner that imposes any liability, admission of wrongdoing, or obligation upon Stallion Owner without Stallion Owner's prior written consent.

16. No Assignment. Mare Owner may not assign, transfer, sell, or otherwise convey this Agreement or any breeding right created by it without Stallion Owner's prior written consent. Any attempted assignment, transfer, sale, or conveyance made without Stallion Owner's prior written consent shall be void and of no effect. No permitted assignment or transfer shall relieve Mare Owner of any obligation or liability under this Agreement unless Stallion Owner expressly agrees otherwise in writing.

17. Force Majeure. Stallion Owner will not be responsible for failure or delay caused by circumstances beyond its reasonable control, including severe weather, natural disaster, fire, disease, transportation disruption, governmental restrictions, facility closure, veterinary emergency, acts of God, equipment or utility failure, labor disruption, or illness, injury, unavailability, or other circumstances affecting the Stallion, or similar circumstances. In the event of a force majeure circumstance, Stallion Owner may delay, modify, suspend, or cancel collection, shipment, breeding, or other performance as reasonably necessary under the circumstances. Stallion Owner shall have a reasonable additional period in which to perform any affected obligation. Except as otherwise expressly provided by Stallion Owner in writing, a force majeure event shall not entitle Mare Owner to consequential damages, reimbursement of expenses, or other damages arising from the delay or inability to perform.

18. Default and Enforcement. If Mare Owner fails to pay any amount when due or materially breaches this Agreement, fails to provide required information or documentation, provides materially inaccurate information, or otherwise fails to comply with a material obligation under this Agreement, Stallion Owner may suspend or terminate breeding rights, withhold breeder's certificates as applicable, and/or refuse to collect or release semen until the breach is cured. In addition to the foregoing, Stallion Owner may withhold collection, processing, shipment, release, or use of semen; require payment in advance of future



collections or shipments; and/or suspend any breeding, rebreeding, embryo, or other rights under this Agreement. Mare Owner shall reimburse Stallion Owner for reasonable costs and expenses, including reasonable attorneys' fees, incurred enforcing this Agreement or collecting amounts due under this Agreement to the extent permitted by applicable law. No failure or delay by Stallion Owner in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. Acceptance of a late payment or failure to immediately enforce a provision shall not constitute a waiver of any subsequent breach or default. If Mare Owner's breach results in the loss or expiration of a breeding, rebreeding, embryo, or other right under this Agreement, Mare Owner shall not be entitled to a refund, credit, replacement breeding, or other compensation unless Stallion Owner expressly agrees otherwise in writing.

19. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut. Any dispute shall be brought in a court of competent jurisdiction located in Connecticut. The Parties agree that the state and federal courts located in Connecticut shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement.

20. Authority. Each Party represents and warrants that it has full legal capacity, power, and authority to enter into this Agreement and to perform its obligations hereunder. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly authorized to execute and deliver this Agreement and to legally bind the Party on whose behalf such person is signing.

21. Severability. If any provision is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

22. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, representations, communications, negotiations, or understandings concerning such subject matter. No amendment, modification, waiver, or other change to this Agreement shall be effective unless made in writing and signed by both Parties, except that operational communications expressly permitted under Section 3, including collection orders, confirmations, and cancellations made by telephone or text message, shall remain effective in accordance with the procedures set forth in Section 3. No statement, representation, promise, or agreement made by any person other than an authorized representative of Stallion Owner shall modify or amend this Agreement.

23. No Waiver. No failure, delay, or omission by Stallion Owner in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that or any other right, power, or remedy. No waiver of any provision or breach of this Agreement shall be effective unless expressly made in writing by Stallion Owner. A waiver of any particular breach shall not constitute a waiver of any subsequent or different breach.



24. Electronic Signatures. Electronic signatures, scanned signatures, and signatures transmitted electronically shall be treated as originals to the extent permitted by applicable law. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together constitute one agreement.

25. Personal Guaranty. The individual signing this Agreement on behalf of Mare Owner, if Mare Owner is an entity or is otherwise signing in a representative capacity, personally guarantees the full and timely payment of all amounts owed by Mare Owner under this Agreement, including the Breeding Fee, Collection Fee, shipping and handling charges, reusable shipping container charges, additional Breeding Fees, collection costs, attorneys' fees, and all other amounts owed to Stallion Owner under this Agreement.

The undersigned guarantor acknowledges that this Personal Guaranty is a material inducement for Stallion Owner to enter into this Agreement and agrees that Stallion Owner may enforce the payment obligations directly against the undersigned guarantor without first exhausting remedies against Mare Owner or any other person or entity, to the fullest extent permitted by applicable law.

By signing below, the undersigned acknowledges that the undersigned has read, understands, and agrees to be personally bound by this Personal Guaranty.

MARE OWNER

Signature: _____

Printed Name: _____

Title/Capacity: _____

Date: _____

STALLION OWNER

Signature: _____

Printed Name: _____

Title/Capacity: _____

Date: _____



EXHIBIT A

CREDIT CARD AUTHORIZATION FORM

Mare Owner authorizes Stallion Owner or its designated payment processor to charge the credit card below for collection, processing, handling, shipping, and other applicable semen-related fees associated with shipments requested by Mare Owner under the Stallion Breeding Contract.

Mare Owner understands that charges will be processed when a semen shipment is requested and that applicable charges may vary based on the collection and shipping costs for each shipment.

A **3% credit card processing fee** will be added to credit card payments to the extent permitted by applicable law.

Cardholder Name: _____

Billing Address: _____

Card Type: ☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Card Number: _____

Expiration Date: _____

CVV: _____

Cardholder Signature: _____

Date: _____

Phone: _____

Email: _____

Mare Owner agrees to maintain a valid payment method on file and understands that a declined, expired, or otherwise unusable payment method may delay collection and/or shipment until payment is successfully processed.