2023 Breeding Contract

THIS AGREEMENT, made on the date last shown by and between VS CODE BLUE / KATHERINE K. TOBIN ("STALLION OWNER") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER"):

1. BREEDING: The MARE OWNER hereby engages one service by shipped cooled semen to VS CODE BLUE (the "Stallion") for the following Mare for the 2023 breeding season:

_____

NAME OF MARE, REGISTRATION NUMBER, AND BREED (the "Mare")

2. BREEDING FEE AND BOOKING FEE: The Breeding Fee shall be $2,000.00, which includes a nonrefundable booking fee of $500.00 payable with this Agreement, which reserves in the Stallion's book for 2023 a breeding for the Mare. MARE OWNER agrees to pay the balance and any other fees due before any shipment of semen shall be made. All Stallion Service Breedings and all Stallion Auctions do not include the $500.00 booking fee to STALLION.

3. COLLECTION AND SHIPPING FEES: Breeding season begins Monday February 6, 2023. DOMESTIC SHIPMENTS WILL BE $300.00 PER SHIPMENT WHICH WILL INCLUDE COLLECTION FEE, DISPOSABLE CONTAINER & FED EX PRIORITY OVERNIGHT. AIRLINE COUNTER-TO-COUNTER service will be $400.00. If FED EX FIRST OVERNIGHT is needed additional charges will apply. Please note that any such shipment may result in a very late arrival at your location because of the uncertainty of passenger airline schedules. On site pick up is $150.00. If stud fee is donated/ gifted a $ 500.00 booking fee will apply. Shipping and collection fees are not included. Semen will be shipped on MONDAY, WEDNESDAY & FRIDAY from February 6, 2023 until June 28, 2023. All US SHIPMENTS MUST BE PLACED BY 3:00 P.M. PST on the day before your semen is to be shipped. You may cancel your request without penalty if you do so by 8:00 A.M. Pacific Time on the day of shipment. ORDERS CANNOT BE REQUESTED ON FACEBOOK MESSENGER. Canadian shipments require a 24-hour work day notice (exclusive of Saturday, Sunday and holidays) and USDA fees will be charged to the mare owner. Each shipment will contain enough semen to inseminate one mare. One dose will be shipped. Extra doses may be sent but are not guaranteed. The STALLION OWNER is not responsible for shipments once it leaves our custody. Semen is available on a first come first serve basis. Same day shipments are available via Phoenix Sky Harbor International Airport (PHX). The STALLION OWNER cannot guarantee flight availability. Additional fees shall apply for airport counter to counter services and shipments outside the continental U.S.

4. CONDITION AND OWNERSHIP: MARE OWNER represents and warrants that the Mare is in sound breeding condition and free from disease and infection. MARE OWNER certifi es that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artifi cial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare's certifi cate of registration refl ecting the ownership of the Mare by the MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should also submit a lease agreement or other document reflecting recognition of applicable breed registry of that lease.

5. MARE OWNER RESPONSIBILITY: MARE OWNER agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled semen. MARE OWNER agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to MARE OWNER to breed any mare other than the Mare shall automatically terminate all obligations of STALLION OWNER under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certifi cate. If multiple shipments of semen are requested, STALLION OWNER in its sole discretion may refuse to ship semen if the STALLION OWNER believes the insemination is not proper or the Mare is not healthy.

6. LIVE FOAL GUARANTEE: The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal, or the foal is stillborn, a return season will be provided for the subsequent year only, upon the payment of a re-breed fee of $500.00 (plus shipping and collection) and provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE. The live foal guarantee is provided only for the 2023 Breeding Season and shall be void if the Mare is sold prior to foaling upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, or upon the failure of MARE OWNER to bring the Mare to the FARM for care and insemination during the subsequent breeding season upon the STALLION OWNER's request.

7. MULTIPLE FOALS: The payments provided in paragraph 2 are for one foal for this breeding season for this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee within 60 days of confi rmed foal for each additional embryo or resulting foal. No breeding certifi cate for any foal shall issue without such additional payment.

www. VSCodeBlue.com
Breeding Manager : Jim Searles (602) 549-7332
Info@VSCodeBlue.com
6638 E. Jomax Rd. Scottsdale, Arizona 85266

8. SUBSTITUTION: If the Stallion dies, or is sold, or becomes unfit for service prior to settling the Mare, then this Agreement shall terminate and the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER, only if frozen semen is not available. Additional charges may apply for shipment of frozen semen. If the Mare dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.

9. BREEDER'S CERTIFICATE: Upon notification of birth of a live foal, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall release AQHA certificates on-line at AQHA.COM. All other certificates will be submitted according to the breed registry. MARE owner shall contact STALLION OWNER no later than August 1, of the foaling year of a live foal. Any late fees or cost for failure to notify STALLION OWNER of LIVE FOAL or additional breed registrations will be the responsibility of the MARE OWNER.

10. WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.

11. AGREEMENT: This Agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Arizona; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance; of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance, nor shall a waiver of any breach ordefault of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

12. BINDING EFFECT: This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with completed ATTACHMENT and a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and b) STALLION OWNER accepts and so notifies MARE OWNER.

_____ _____

Signature of MARE OWNER ("MARE OWNER") *Printed Name of* MARE OWNER, *Lessee, or Agent*

Accepted this_____day of _____, 20_____. *By:* _____

VS CODE BLUE ("STALLION")

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MARE OWNER INFORMATION

Owners Name: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Numbers: _____
(Please include all numbers: home, business, cell, and fax)

Email Address: _____

Mare's Name: _____

AQHA Registration Number: _____

APHA Registration Number: _____

Other: _____ Registration Number: _____

Semen Shipment Information: (Some locations DO NOT accept Sat. delivery)

Ship to: _____

Address: _____
(No P.O. Boxes, must be a street address or rural route for FedEx delivery)

City/State/Zip: _____

Contact Name: _____
(Name of veterinarian or other person to receive shipment)

Telephone Numbers: _____
(Please include cell and fax numbers)

Closest Airport with commercial service: _____ City: _____

State: _____ Person Picking Up: _____

Cell # to Text Tracking Number: _____

Is FedEx A.M. Overnight service available in your area? Please circle **(Yes / No)**

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2023 VS Code Blue's Color Addendum

- **The Color Guarantee** will apply to APHA registered mares only.
- **Double registered mares will not receive the Color Guarantee;** they will only receive the live foal guarantee provided for in the Breeding Contract.
- If a registered APHA mare fails to produce a foal that is **regular registry eligible** with APHA, the mare owner may breed back the following season at one half the price of the fee that was paid on the original Breeding Contract. A re-breed fee will apply.
- The Color Guarantee re-breed must be used on the **original mare** in the calendar year that the ineligible regular registry foal was born. Any changes of mare must be authorized by VS CODE BLUE in writing.
- A Color re-breed is **non-transferable** and may not be sold to a third party.
- Standard shipping fees apply to any Color re-breed.
- This Color re-breed is offered for a **one time re-breed** and will not be extended to any additional years if the mare fails to have a regular registry foal as a result of the Color re-breed.

THE SIGNATURES BELOW AND THE PORTION OF THIS SCHEDULE CIRCLED ABOVE CONSTITUTE AN AMENDMENT OF PARAGRAPH 2 OF THE 2023 SHIPPED COOLED SEMEN CONTRACT BETWEEN THE PARTIES:

"STALLION OWNER" Signature

"MARE OWNER" Signature

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VSCODE Blue

RL BEST OF SUDDEN X VITAL SIGNS ARE GOOD

Payment Authorization

If paying by check, please make out check to: "Katherine K. Tobin"

If paying by credit card, fill out form below
Visa or Mastercard Only

Mare Owner Name: _____

Name as it appears on card: _____

MASTERCARD **VISA** (Please circle one)

Card Number: _____

Expiration Date: _____ 3 Digit CRV Security Code: _____

Exact Credit Card Billing Address:

Address 1: _____

Address 2: _____

City, State, Zip: _____

Daytime Phone: _____ Fax: _____

I authorize the following fees to be charge, from time to time, to my Credit Card account, upon prior telephone authorization by me or my agent:

Booking Fee ..... ☐

Balance of Breeding Fee ..... ☐

Shipped Semen Fee ..... ☐

Other Charges ..... ☐

All credit card charges are subject to a 3% office fee.

Name (Printed): _____

Authorized Signature: _____ Date: _____

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