TOYON RANCH
10875 St John Rd, Pilot Point Tx 76258
940-290-4120 toyonstallions@gmail.com

I hereby agree on this _____ day of _____ to breed the mare listed below to **Gunner Dun It Again** AQHA 5374581 and APHA 1,006,155 for the 2027 breeding season beginning February 1, 2027 and ending June 30th 2027. Gunner Dun It Again is N/N for HERDA, HYPP, MH, PSSM, GBED. He is N/MY for MYHM.

Mare's name: _____ Registration#: _____

Mare Owner's Name: _____

Address: _____

Phone #: _____ Email: _____

Please select type of contract:

☐ **New Contract: FIRST 50 DISCOUNT**

The stallion fee is **$1550** and a **$650** non-refundable chute fee, which are payable upon execution of the contract.

☐ **Donated Contract: please list name of Auction where purchased** _____

Please include a copy of the receipt of payment or proof of purchase from the Auction company with your contract. The stallion fee is **$0 - DONATED** and a **$650** non-refundable chute fee which is payable upon execution of the contract. One stallion fee was donated, additional embryos will incur an additional fee. Semen will not be sent until Toyon Ranch receives authorization from the auction company that the stallion fee has been paid in full.

☐ **Rebreed Contract**

This contract is to recognize that the above-mentioned mare absorbed, aborted, or was not certified in foal for the **2026** breeding year. A return breeding under the live foal guarantee and all other agreements as stated in the previously signed breeding contract will be honored. The mare owner agrees to pay the **$650** Rebreed fee, as well as any other applicable shipping and/or all mare care fees.

Is this a substitute mare? Y/N _____

If yes, name of original mare booked: _____

Please select breeding method:

☐ **Cooled Shipped Semen:**

There is a **$375** charge per shipment (**$700** to Canada), this fee covers shipping and courier fees. **Semen will only be sent via counter- to- counter air transport or FedEx/UPS services.** Any on-farm pickups will be **$125** per pick up. Toyon Ranch LLC reserves the right to make changes to shipment fees during the season if necessary due to fuel and shipping price increases. Toyon Ranch LLC makes no representation or warranties, expressed or implied, regarding quality and characteristics of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost, or mishandled deliveries. A request for a shipment of cooled transported semen must be made at least 24 hours prior to the shipping time. Confirmation or cancellation must be made by 8:00am (Central Time) of the shipping day. Failure to cancel by 8:00am will result in a **$375** shipping charge. Cancellations can be made by phone call or text and the mare owner must confirm receipt of cancellation by the stallion manager.

☐ **Frozen Semen – USA & Canada**

Requests for shipments or pick-ups of Frozen Semen will be made through Toyon Ranch and fulfilled by Select Breeders Southwest or Genetech. Toyon Ranch makes no representation or warranties, expressed or implied, regarding quality and characteristics of the frozen semen delivered under this agreement, and shall not be responsible for delayed, lost, or mishandled deliveries. 1 dose per breeding will be sent unless otherwise agreed upon and noted in this contract. This contract is for one live foal. Any straws left over after a mare is confirmed in foal will be returned to Select Breeders Southwest or Genetech. If the mare owner wishes to use the left-over straws on a second mare, an additional contract must be signed and all applicable fees paid.

☐ **ICSI**

ICSI will be performed at a facility approved by Toyon Ranch LLC. Any additional embryos produced by ICSI will incur an additional stud and chute fee when checked 30 days in foal.

*Frozen Embryos: If multiple embryos are retrieved and frozen for implantation at a future date the mare owner must notify Toyon Ranch of all embryos frozen. The breeding fee paid with this contract will pay for the first embryo resulting in a confirmed pregnancy. All additional confirmed pregnancies resulting from the frozen embryos must be reported and paid for at breeding fee rates then in effect within ninety (90) days of pregnancy.

Terms and Conditions

A photo static copy of the registration papers on your mare must accompany this contract. The owner on record with AQHA as the owner at time of breeding will be the owner recorded on the stallion breeding report.

Toyon Ranch LLC collects stallions on Mondays, Wednesdays, and Fridays. This is to preserve stallion fertility throughout our breeding season. Toyon Ranch LLC's breeding season begins February 1st and ends on June 30th. Neither Toyon Ranch LLC nor any of its officers or employees shall be liable for damages as a result of damage to the semen or as a result of a mare failing to settle.

This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, or a mare absorbs/aborts a predetermined pregnancy there are return privileges only if Toyon Ranch LLC is notified within thirty (30) days and receives a statement confirming this. A "Live Foal Guarantee" will apply only to those mares that are certified in foal by a licensed, attending veterinarian. Confirmation of such pregnancy in the form of documented ultrasound picture or letter from the attending veterinarian must be received by October 1st of the breeding year.

If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Mare Owner is entitled to rebreed for the following season only. There is a charge of **$650** for rebreed service expenses plus any additional shipping fees. A substitute mare, accepted by Toyon Ranch

LLC may be used if the original mare is deceased or deemed unfit for breeding by a licensed attending veterinarian. Toyon Ranch LLC reserves the right to require a substitution if the mare fails to settle or is deemed unfit for breeding. Substitutions for any reason besides death/deemed unfit for breeding will incur a mare substitution fee of **$100**.

Embryo Transfer: If an embryo flush/flush's is/are performed and multiple embryos are retrieved and implanted during the breeding season resulting in multiple pregnancies, the Mare Owner will be required to notify Toyon Ranch and pay an additional stallion breeding fee, at breeding fee rates then in effect, within the first ninety (90) days of pregnancy.

A Breeders Certificate will be issued for the foal conceived as a result of the breeding. The Breeders Certificate will be issued only after all expenses (including veterinary & recipient mare expenses) have been paid in full and after the foal is born and reported to Toyon Ranch LLC.

In the event that the stallion dies, is unavailable, or becomes unfit for service, this Agreement will immediately terminate. Toyon Ranch LLC shall have no liability to the Mare Owner except notification of its occurrence. Refunds of Stallion Fees (less booking fee) will be given at the sole discretion of the Stallion Owner. In the event that the mare dies during the breeding season, the Mare Owner may substitute another mare as may be agreed upon by both the Mare Owner and Toyon Ranch LLC.

Any programs that the stallion may be enrolled in are at the discretion of the stallion owner. Toyon Ranch makes no guarantees that the stallion will be enrolled or remain enrolled in any particular program.

All fees except the stallion fee are subject to change without notice and Mare Owner is subject to current fees in effect.

When signed, by both parties, this document will become a legally enforceable contract binding both parties. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Texas and shall be construed and enforced under the laws of the State of Texas Law (Chapter 87, civil practice and remedies code), an equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risk of equine activities.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which together shall constitute a single instrument. Facsimile or electronic versions of signatures, including e-signatures, will have the same force and effect as original signatures.

By signing below, Mare Owner attests that he/she has read and accepts all provisions of this Contract.

Mare Owner understands and agrees that all fees paid are NON-REFUNDABLE.

Stallion owner/agent signature: John Tague

Mare Owner/agent signature: _____

Payment Information

Toyon Ranch requires a credit card to be on file for shipped semen and/or any outstanding balances before semen can be shipped. If you wish to send a check in advance you may do so to avoid the credit card processing fee of 3.5%. **If your balance is not paid by the following billing period, your card will be run for the outstanding amount. **

☐ **I am mailing/including a check for:**

☐ Chute Fee ☐ Stud Fee ☐ Shipping Fees ☐ Other

☐ **I authorize Toyon Ranch to charge my credit card for:**

☐ Chute Fee ☐ Stud Fee ☐ Shipping Fees ☐ Other

Credit Card Information

☐ Master Card ☐ Visa ☐ Amex ☐ Discover

Card Number: _____ Expiration Date: _____ CVV_____

Name on Card: _____ Contact Number: _____

Billing Address: _____

Email Address: _____

Signature: _____

*There will be a 3.5% convenience charge for all credit card transactions.

Shipped Semen Information

Collection Days are Mondays, Wednesdays & Fridays February 1st – June 30th

Before you call to order semen, the stud fee must be paid in full. We require a credit card to be on file for each breeding to be charged for shipped semen expenses. For EACH domestic shipment there will be a shipping charge of **$375** to the mare owner. This fee applies to both Counter-to-Counter air transport service, and Federal Express/UPS priority overnight service. Please contact the breeding manager to discuss the best shipment options for the stallion to which you are breeding. For EACH international shipment from Toyon Ranch LLC, there will be a shipping charge of **$700** to the mare owner. This fee includes the Federal Express/UPS priority overnight service and the International Health Certificate**. If you are shipping to Canada, please include a copy of your import permit with your breeding contract!** Because these charges apply each time semen is shipped, it is imperative that your veterinarian be aware of your mare's current breeding status.

On Farm Semen Pick Ups/Haul-Ins

If you live close enough to Toyon Ranch LLC to pick up the semen at the ranch, or haul your mare in to be bred, you may do so instead of shipping semen by counter to counter or fed ex. Each pick up/haul-in will be **$125.**

ALL REQUESTS FOR SEMEN MUST BE MADE BY 5:00PM (CST) THE DAY BEFORE A COLLECTION DAY. Weekend and holidays included. Please remember that semen is based on availability. Semen may only be requested for regularly scheduled breeding days (Monday, Wednesday, and Friday) beginning February 1st and ending June 30th. Stallions will not be collected on a non – collection day.

Shipping Information

Mare's name: _____ Stallion's Name: _____

Mare Owners Name: _____ Phone #: _____

Contact for Shipped Semen: _____ Phone#_____

Preferred Airport: _____ Secondary Airport: _____

Fed Ex/UPS Address for semen deliveries: _____

_____

Email Address for Fed Ex/UPS Tracking information: _____

Please read the enclosed information carefully and let us know if you have any questions. We look forward to working with you!