

Fappani Performance Horses, Inc.
Stallion Services Agreement



We would like to take a moment to thank you for considering "Spooks N Jewels" AQHA #5579427 as part of your breeding program during the upcoming breeding season. Please take a moment to review and complete the following contract.

Fappani Performance Horses, Inc.
29031 N 160th St.
Scottsdale, AZ 85262
480-766-7275 Tish cell
journey@fappaniperformance.com
www.fappaniperformance.com

Below is a quick checklist of what will need to be included when returning the contract:

- \$_____ chute fee payable to Fappani Performance Horses, Inc.
- The signed and completed contract.
- A photocopy of the mare's registration papers.

Please make check for the \$_____ balance of the stallion fee payable to Fappani Performance Horses, Inc.

Mare Owner: _____

Address: _____

Phone: _____

Email: _____

Once again, we would like to thank you for your business.

STALLION SERVICES AGREEMENT

THIS STALLION SERVICES AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 20____, ("Effective Date") by and between Fappani Performance Horses, Inc., an Arizona corporation ("Manager") and:

Owner _____ ("Mare Owner") Email _____ Phone _____
Address _____ City _____ State _____ Zip Code _____

AGREEMENT

1. **Horse.** This Agreement pertains to Mare Owner's horse, more specifically identified as: _____ ("Mare")
Registration # _____ Breed _____ Date Foaled _____ Color _____
Mare Owner intends for the Mare to _____ carry the foal or _____ be flushed for an embryo transfer
2. **Breeding to Stallion.** Mare Owner agrees to breed Mare to _____, AQHA registration number _____ ("Stallion") during the ____ breeding season on the terms and conditions set forth in this Agreement. Mare Owner agrees to deliver to Manager a photocopy of the Mare's registration papers on or before the Effective Date. The breeding season for Stallion shall be from February 1, 2022 to June 30, 2022.
3. **Term.** This Agreement shall commence on the Effective Date and continue until and including July 1st of the same calendar year.
4. **Fees.** In exchange for breeding Mare to Stallion, Mare Owner shall pay the fees set forth below (by check, money order, or credit card):
 - (a) **Chute Fee.** Mare Owner shall pay \$ _____ as the non-refundable chute fee to Manager on or before the Effective Date of this Agreement.
 - (b) **Stallion Fee.** Mare Owner shall pay \$ _____ as the stallion fee for breeding Mare to Stallion. If Mare is bred to Stallion at Manager's ranch (the "Ranch"), the stallion fee shall be tendered to Manager prior to Mare's departure from the Ranch; if Mare Owner is to receive transported semen, the stallion fee shall be tendered to Manager prior to the first shipment thereof.
5. **Additional Fee Schedule.** Mare Owner further agrees to pay the fees set forth in Schedule A, attached hereto, as applicable. Manager will bill Mare Owner each month for fees and expenses incurred in breeding or caring for Mare. Mare Owner agrees to pay each invoice within 30 days of receipt thereof.
 - (a) **Cooled, Transported Semen Fees.** If Mare Owner is to receive transported semen from Manager, the following additional fee schedule shall apply:
Shipment Fee (Federal Express): \$ _____ Shipment Fee (Airline): \$ _____ Pick Up Fee: \$ _____
 - (b) The chute fee will cover two stallion collections, semen evaluation and processing. If the Mare Owner requires the Stallion to be collected more
6. **Cooled, Transported Semen.** The following provisions shall apply if Mare Owner is to receive transported semen from Manager:
 - (a) **Reservations.** Mares bred to Stallion at the Ranch have breeding priority over transported semen on any given breeding day. Manager makes no guarantee that semen will be available on any given day. Mare Owner is responsible for contacting Manager to determine Stallion's days of collection. Mare Owner is further responsible for requesting shipment of the semen before 5:00 p.m. CST on the business day preceding Stallion's requested collection day. Mare Owner shall provide Manager with the address for shipment at the time of reservation. Manager must receive notice of cancellation of a shipment request by 8:00 a.m. CST on the requested day of shipment. If Mare Owner fails to cancel a requested shipment by that time, Manager may, in its sole discretion, charge Mare Owner a \$150.00 cancellation fee.
 - (b) **Semen Handling.** All semen will be transported in an Equitainer shipment container. Mare Owner must return the Equitainer to Manager within 72 hours of receipt, at Mare Owner's expense. If the Equitainer is not returned to Manager within 72 hours, Manager may charge Mare Owner a late fee of \$50.00/day until the Equitainer is returned. If the Equitainer is not returned within 10 days of shipment to Mare Owner or is otherwise damaged beyond repair or is not returned with all the Equitainer parts, the Manager may charge Mare Owner a \$250.00 replacement fee. Mare Owner must return the Equitainer to Manager via Federal Express, UPS; use of any other means of transport, including but not limited to the U.S. Postal service, shall result in a charge to Mare Owner of \$100.00 as a damage fee.
 - (c) **Shipment Limits.** Manager reserves the right, in its sole discretion, to set a limit of 1 shipment of semen per mare per breeding cycle, and no more than 5 shipments of semen per mare per breeding season. Manager further reserves the right, in its sole discretion, to require Mare Owner to transport Mare to the Ranch to be bred to Stallion if more than 1 shipment of semen is requested.
 - (d) **Embryo Transfers.** If more than 1 embryo is produced from Mare's breeding to Stallion and multiple embryos are transferred, Mare Owner shall notify Manager of same within 48 hours of the transfer of embryos. If embryo transfers result in multiple pregnancies, Mare Owner shall pay the sum of \$4000.00 to Manager for each additional pregnancy prior to issuance of any breeder's certificates.
 - (e) **Breeding.** Mare Owner is responsible for breeding Mare by artificial insemination and agrees to comply with all applicable rules and regulations concerning the use and handling of semen and agrees that a licensed veterinarian will perform the insemination of Mare. **MANAGER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SEMEN, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.**
7. **Limited Live Foal Guarantee.** Manager hereby provides Mare Owner with a limited guarantee that a single live foal will result from the breeding of Mare to Stallion. For purposes of this Section 8, "Live Foal" is defined as a newborn foal that stands alone and nurses from Mare within 24 hours of birth. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season upon compliance with the terms and conditions set forth herein. This Guarantee is void unless (a) Mare is pregnancy-checked and found to be in foal prior to foaling; and (b) Mare Owner notifies Manager within 7 days of foaling that Mare did not produce a live foal and provides a statement from a licensed veterinarian to that effect. Unless otherwise agreed in writing, this Guarantee shall also be void if Mare Owner sells Mare to a third-party prior to foaling. If the Mare miscarries, proves barren after being pregnancy-checked in foal, or fails to conceive during the normal breeding season, Mare Owner may rebreed Mare to Stallion in the immediately subsequent breeding season, so long as Mare Owner provides Manager with a statement from a licensed veterinarian to that effect. Any re-breeding of Mare to Stallion will be subject to payment of a \$500.00 rebreeding fee prior to commencement of the

immediately subsequent breeding season. If Mare Owner fails to exercise the right to rebreed Mare in the immediately subsequent breeding season, Mare Owner's right to rebreed will be cancelled. There will be no live foal guarantee on vitrified embryos.

8. **Mare Substitutions.** If the Mare dies or becomes unfit to breed after execution of this Agreement but prior to breeding to Stallion, Mare Owner may transfer the breeding hereunder to a substitute mare owned by Mare Owner. Upon notification of Manager of any substitution, Mare Owner shall pay \$100.00 to Manager as a substitution fee and Mare Owner agrees to enter into a separate Stallion Services Agreement as to the substitute mare.
9. **Representations and Warranties.** Mare Owner makes the following representations and warranties to Manager, and warrants that same are true as of the Effective Date:
 - (a) **Ownership.** Mare Owner represents that he/she/it owns the Mare or has the right to possession of the Mare.
 - (b) **Vaccinations.** Mare Owner warrants that the Mare is free of all communicable diseases upon arrival at the Ranch. On or prior to arrival, Mare Owner shall provide a record of the Mare's current vaccinations and a negative Coggins test performed within 6 months prior to arrival. If Mare arrives without any of the required records, Manager may decline acceptance of Mare or provide the vaccinations and tests to Mare at Mare Owner's expense.
 - (c) **Inspection.** Mare Owner represents that by executing this Agreement, he/she/it has inspected Manager's facilities in their entirety, including but not limited to Manager's stalls, breeding room, semen collection equipment and exercise areas, and is satisfied with same.
10. **No Representations as to Stallion Potential.** Manager makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.
11. **Death of Stallion.** Should Stallion die or become unfit for breeding for any reason, this Agreement shall be terminated, void and of no legal effect, and the Parties shall be relieved of any further obligation hereunder. Upon termination of this Agreement, except for those fees indicated as being non-refundable, all fees tendered by Mare Owner hereunder shall be refunded.
12. **Veterinary Power of Attorney.** Manager agrees to employ reasonable attempts to contact Mare Owner in the event of Mare or foal's medical emergency. If Manager is unable to contact Mare Owner, and if emergency care appears warranted, then Mare Owner agrees that Manager shall have the absolute discretion to order any routine or emergency veterinary and/or farrier care deemed reasonably necessary for the health and well-being of Mare or foal (including euthanasia if recommended by a veterinarian). Manager assumes that Mare Owner desires surgical care for Mare or foal, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless Manager is expressly instructed otherwise in writing by Mare Owner. Notwithstanding the foregoing, Manager shall not be liable to Mare Owner for any failure to obtain such care. Mare Owner shall be solely responsible for providing Mare's insurer with any notice of illness or injury that may be required by any policy of insurance covering Mare. If the veterinarian performing emergency care on Mare or the foal will not bill Mare Owner directly, Mare Owner agrees that all costs of such care secured shall be paid by Mare Owner to Manager within 15 days from the date Mare Owner receives notice thereof.
13. **Insurance.** It is Mare Owner's sole responsibility to insure the Mare. Mare Owner agrees to provide Manager with all insurance information and policies on the Mare. If Mare Owner elects not to insure the Mare, Mare Owner understands that Manager does not carry insurance on any horse not owned by Manager, that the Mare is not covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding, reproductive services, or for any other reason for which the Mare is in the possession of Manager, are to be borne solely by Mare Owner.
14. **Limitation of Liability and Indemnification.**

MARE OWNER AGREES TO HOLD HARMLESS AND RELEASE MANAGER AND ITS AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL LOSS, DAMAGE OR LEGAL LIABILITY ARISING FROM ANY FAULT OR NEGLIGENCE OF MANAGER AND/OR MANAGER'S AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES. MARE OWNER AGREES IT WILL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION AGAINST MANAGER AND/OR ITS AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES RELATED TO SAME. FURTHER, MANAGER SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY MARE WHILE IN MANAGER'S CUSTODY, NOR FOR ANY OTHER LOSS, DAMAGES OR INJURY ARISING OUT OF OR CONNECTED WITH BOARDING, REPRODUCTION, OR OTHER SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING ANY DISPUTE THAT MAY ARISE BETWEEN MARE OWNER AND STALLION OWNER. MANAGER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR DISABILITY WHICH MARE OWNER, AND ITS AGENTS, REPRESENTATIVES, FAMILY OR GUESTS MAY RECEIVE WHILE AT THE RANCH. MARE OWNER AGREES TO INDEMNIFY AND HOLD MANAGER HARMLESS FROM ANY CLAIM RELATED TO DAMAGES, ILLNESS OR INJURY WHATSOEVER CAUSED BY MARE, OR FROM ANY CLAIM BY MARE OWNER, OR ITS AGENTS, REPRESENTATIVES, FAMILY OR GUESTS ARISING FROM THEIR PRESENCE AT THE RANCH AND AGREES TO PAY ALL EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY MANAGER IN DEFENDING AGAINST ANY SUCH CLAIMS.

MARE OWNER ACKNOWLEDGES THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELFARE AND RELEASES MANAGER, AND ANY OTHER EQUINE OWNER OR AGENT, FROM LIABILITY UNLESS MANAGER, EQUINE OWNER OR AGENT IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS. MARE OWNER ALSO ACKNOWLEDGES THAT MARE OWNER EXECUTES THIS AGREEMENT ON BEHALF OF MARE OWNER, AS WELL AS ALL OF MARE OWNER'S CHILDREN, FAMILY MEMBERS AND GUESTS.
15. **Late Fees.** If Mare Owner fails to make timely payment of any invoice, Manager shall have the right to add a \$50.00 late fee to the amounts due and owing to Manager by Mare Owner. If Mare Owner has not made a required payment within 10 days after payment was due to Manager, all unpaid sums shall incur interest at the maximum rate permitted under Arizona law.
16. **Default; Termination.** Notwithstanding any other provision of this Agreement, should Mare Owner remain delinquent in fee payment, or otherwise breach this Agreement or violate any rule of Manager, and such actions continue uncured for 30 days after Mare Owner receives notice thereof, this Agreement may be terminated by Manager at Manager's sole option, and Mare Owner must remove Mare within 10 days' receipt of notice of termination by Manager. Additionally, if, in Manager's opinion, the Mare is deemed dangerous or undesirable for Manager's Ranch, this Agreement may be terminated by Manager at Manager's sole option, and Mare Owner must remove Mare within 10 days' receipt of notice of termination by Manager. Upon termination of this Agreement for any reason, Mare Owner shall make arrangements with Manager for Mare's release from the Ranch at least 48 hours in advance of said release. Mare Owner is solely responsible for determining whether Mare is sufficiently healthy to be moved. Mare Owner assumes full responsibility for, and releases Manager from, any responsibility or liability for the Mare's health, soundness, breeding condition, transportation and care. All amounts due to Manager (and service providers) from Mare Owner must be paid prior to Mare Owner's removal of Mare from Manager's Ranch.

17. **Right of Lien.** Manager has the right of lien as set forth by the laws of the State of Arizona, for the amount of the charges that are due and unpaid, board and/or upkeep of Mare, and for any services provided by Manager to Mare. Manager may retain the stock until the charges are paid. Manager also has the right to demand all indebtedness be paid in cash, cashier's check or money order. Manager will not be obligated to retain and/or maintain the Mare or foal in question in the event the amount of the bill exceeds the anticipated unregistered value of Mare. In the event Manager exercises its lien rights for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration applicable to Mare upon affidavit by Manager setting forth the material facts of the default and foreclosure, as well as Manager's compliance with foreclosure procedures as required by law. If possession continues for twenty days after the charges accrue, and the charges have not been paid, manager may perfect the amount of the lien by filing an action in either superior court or justice court, according to the amount in controversy, in the jurisdiction of the holder of the stock. The hearing shall be held not less than ten and not more than twenty days after the date the action is filed in court. If the prevailing party does not receive payment due within ten days after the final judgment of the court, the prevailing party becomes the owner of the stock. The court shall award the prevailing party court costs and reasonable attorney's fees.
18. **Status of Parties.** The relationship between the Parties shall be that of independent contractors. This Agreement shall not create any franchise, fiduciary, agency, partnership, joint venture, employment or special relationship between the Parties, except as expressly set forth herein.
19. **Breeder's Certificate.** Except as otherwise set forth herein, upon notification to Manager of the birth of the Mare's foal, a Breeder's Certificate will be issued to Mare Owner after all fees and expenses have been paid in full by Mare Owner to Manager.
20. **Merger, Entire Agreement and Severability.** This Agreement contains the entire understanding of the Parties concerning its subject matter and there are no oral or written promises or representations upon which Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by all Parties. Headings used herein are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.
21. **Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor delay by any Party in exercising a right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
22. **Applicable Law, Jurisdiction, Venue, Attorney's Fees, Limitations.** This Agreement shall be construed and governed by the laws of the State of Texas and venue for all disputes shall be proper in Maricopa County, Arizona. In any dispute arising in any manner out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including pre-litigation investigation and preparation. Any action for claims brought against Manager related to this Agreement, or any loss due to negligence, must be brought within 1 year of the date such loss occurs.
23. **ARIZONA EQUINE LIABILITY STATUTE.**

WARNING: UNDER ARIZONA LAW (ARS TITLE 12 SECTION 553), AN EQUINE OWNER OR AN AGENT OF AN EQUINE OWNER WHO REGARDLESS OF CONSIDERATION ALLOWS ANOTHER PERSON TO TAKE CONTROL OF AN EQUINE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF THE PERSON RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
24. **6 PANEL TESTING.** The Stallion has been 6-panel tested for PSSM1, HERDA, GBED, HYPP, OLWS, and MH, and has tested negative.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

PURSUANT TO THE UNIFORM ELECTRONIC TRANSACTIONS ACT, THE PARTIES HERETO AGREE TO CONDUCT THE TRANSACTION SET FORTH BELOW BY ELECTRONICALLY TRANSMITTING AND RECEIVING DATA IN SUBSTITUTION FOR PAPER DOCUMENTS IN ACCORDANCE WITH THE PROVISIONS OF THIS STALLION SERVICES AGREEMENT.

Mare Owner Signature

Date

Stallion Owner Signature

Date

MANAGER SIGNATURE: FAPPANI PERFORMANCE HORSES, INC.

By: _____

Date