



2024 PG DRY FIRE ICSI CONTRACT

THIS AGREEMENT, made on the date last shown below by and between Outback Equine Services (SHIPPING STATION) & Greg Torgerson (STALLION OWNER) and the undersigned Mare Owner/Lessee/Agent (“MARE OWNER”) of the Mare (“MARE”) described below:

1. BREEDING: The Mare Owner hereby engages one service for the Stallion, PCR PINK CADILLAC (“Stallion”) for the following Mare for the 2024 breeding season by intracytoplasmic sperm injection (“ICSI”) at _____ ICSI laboratory.

Mare: _____ Reg# _____ Breed _____

2. BREEDING FEE AND BOOKING FEE: The Breeding Fee in 2024 shall be **\$2,000.00** which includes a nonrefundable booking fee of **\$550.00**, which is payable with this Agreement to **Whitley & Jared Sharp**. Upon the successful obtaining of an embryo, the balance of the breeding fee of **\$1450.00** shall be paid together with any other fees due when the recipient is confirmed in foal at 30 days. **ALL ADDITIONAL EMBRYOS** retrieved will be at the rate of **\$1,500.00** per embryo and must be paid during the 2024 breeding season. All future rates shall be charged at the current years breeding fee for any Cryopreserved/Vitrified (frozen) embryo(s) which were transferred into a recipient mare. The Mare Owner shall be solely responsible for all expenses of oocyte retrieval, ICSI procedure including but not limited to shipping, embryo transfer, recipient(s), and embryos. Mare owner is responsible for shipping costs of frozen semen that will be sent to the ICSI Laboratory of your choice at a rate of \$425 per shipment.

3. Live Foal Guarantee: A live foal is defined as one that will stand and nurse. If the foal dies at birth or the mare aborts late term the Mare Owner agrees to furnish Outback Stallion Station within 7 days, a veterinarian’s certificate describing the occurrence. If the recipient mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. **A rebreed fee of \$550** is required for ALL rebreed contracts, plus shipping costs IF additional frozen semen needs to be sent to the ICSI laboratory of your choice (if frozen is not already on-site at that location for you.)

4. **NOTIFICATION REQUIREMENT**---initial EACH line below:

1) Outback Equine Services (DBA: Outback Stallion Station) MUST be notified of total number of embryos produced from the ICSI procedure AND the total number of embryos transferred into recipient mares from the ICSI procedure. **Email: Outbackreproduction@gmail.com**

2) Outback Equine Services (DBA: Outback Stallion Station) MUST be notified total number of embryos Cryopreserved/Vitrified (frozen) within fourteen (14) days after the ICSI procedure is performed. **Email: Outbackreproduction@gmail.com**

3) Outback Equine Services (DBA: Outback Stallion Station) MUST be notified when a Cryopreserved/Vitrified (frozen) is transferred into a recipient mare.
Email: Outbackreproduction@gmail.com



4) Outback Equine Services (DBA: Outback Stallion Station) MUST be notified of ALL 30-day positive pregnancy checks that are achieved. *Email: Outbackreproduction@gmail.com*

5) Outback Equine Services (DBA: Outback Stallion Station) MUST be notified BEFORE a recipient mare departs the facility. *Email: Outbackreproduction@gmail.com*

6) Mare Owner/Lessee/Agent agrees to have their credit card charged immediately for ALL 30-day positive pregnancy checks that are achieved from this ICSI contract.

Email: Outbackreproduction@gmail.com

7) It is the Mare Owner's responsibility to Outback Equine Services by August 1st of any and all breeding dates for any recipient mare in foal in order to be put on the Stallion Breeding Report. Late fees will be charged if we are not notified. *Email: Outbackreproduction@gmail.com*

8) Any deviation from any of the terms described may result in an unregistrable foal.

5. MULTIPLE EMBRYOS: Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional Breeding Fee of \$1500.00 for each additional embryo or resulting foal at ANY 30-day positive pregnancy check. Failure to notify Outback Equine Services (DBA: Outback Stallion Station) of ALL 30-day positive pregnancy checks may result in a late fee of \$500.00 per embryo in order to obtain Breeding Certificate. No Breeding Certificate for any foal shall be issued without such additional payment. Cryopreserved/Vitrified (frozen) embryos will be charged for the current years breeding fee if not paid for and/or used the same year as this contract. Additionally, Breeding Certificate may not be available if Outback Equine Services (DBA: Outback Stallion Station) is not notified by August 1st of the current breeding season that an additional embryo has been Cryopreserved/Vitrified (frozen) and/or of any additional positive pregnancy(s) in a recipient mare. There will be an additional \$250.00 late fee assessed to Mare Owner in order to add an additional mare(s) name to the stallion breeding report if not reported 30 days in foal and/or of the breeding date(s) are not supplied to Outback Equine Services (DBA: Outback Stallion Station) and/or if Breeding Fee has not been fully paid for prior to August 1st of the current breeding year. Mare Owner Initial Here

6. BREEDERS CERTIFICATES: Upon notification of birth of a live foal, and after full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue or release online a breeder's certificate to the MARE OWNER.

7. STALLION INCENTIVE PROGRAMS: Stallion owner reserves the right to participate or not participate in any incentive program, with or without notice to the Mare Owner.

8. WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT FOR THE SEMEN DELIVERED UNDER THE AGREEMENT.

9. AGREEMENT: This Agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of Outback Equine Services (DBA: Outback Stallion Station); 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 Idaho; f) shall be binding upon the individual



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party's successors, assigns, executors, administrators, beneficiaries, representatives, heirs, and permitted assigns of the parties.

10. BINDING EFFECT: This Agreement shall become binding when: a) MARE OWNER has provided a credit card and/or check, and/or paid the Booking Fee; b) Outback Equine Services (DBA: Outback Stallion Station) receives a signed copy of this Agreement

11. LITIGATION: Both parties agree should any dispute or claims arise that is not otherwise governed or covered by a provision in this Breeding Contract, including but not limited to, a dispute alleging that Stallion Owner has breached his Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees, including attorney's fees for such dispute, whatever the nature of the dispute, regarding this contract that at no time will any damages ever be awarded in any amount greater than the actual total breeding fee that was paid as listed on page one of this contract. It is further agreed that this Agreement constitutes the full agreement between both parties. The Agreement cannot be amended except in writing and is signed by all parties. Should any dispute arise shall be limited to the actual total breeding fee that was paid as listed on page one of this contract.

 Mare Owner Initial Here Both parties agree that at no time will any damages ever be awarded in any amount greater than the original Breeding Fee or Booking Fee paid which is listed on page one of this contract.

Waiver of Liability: If any section of this agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement, and other sections shall remain in full force and effect. This contract may be executed in any number of counterparts which, taken together, shall be considered as a single contract, and may be transmitted via text, email, fax, etc. with signatures binding the party so signing.

13. Liquidated Damages: Should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including but not limited to, a dispute alleging that Stallion Owner has breached his Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the actual total breeding fee that was paid as listed on page one of this contract.

14. Contract: When the mare owner signs and returns this contract signed to Outback Equine Services (DBA: Outback Stallion Station) it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties thereto

15. Registration Papers: **A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED**



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Mare Owner/Agents Signature & Date: _____

CC# _____ Exp: _____ Code: _____

WE MUST HAVE A CREDIT CARD ON FILE* THIS IS USED FOR SHIPPING AND ANY BALANCES OWED

*****Please SIGN, COPY, AND RETURN ALL 4 PAGES*****

CONTACTS CAN BE EMAILED TO: OUTBACKREPRODUCTION@GMAIL.COM

OR YOU CAN MAIL YOUR CONTRACT TO: Outback Stallion Station: 15281 Mink Road Caldwell ID 83607

PAYMENT OPTIONS FOR STUD FEE ONLY

WE ACCEPT CHECK, CREDIT CARD or VENMO

How will you be paying?

Select One:

- 1. Check _____ (To be mailed along with the contract) Check Number: _____**
- 2. Credit Card _____ (The card number listed above will be used to process payment)**
- 3. VENMO _____ (See instructions below)**


*If paying by check, make checks payable to: **Whitley & Jared Sharp***
All stud fees will be processed directly by the stud owner, the shipments/collections and breeding costs (if breeding on-site) will be processed by the stallion station, and need to be paid directly to them, at the time of shipping.

If paying your stud fee via VENMO, please send to the following:

Please List in the comments section:

YOUR NAME, THE STALLION NAME, & YOUR MARE'S REGISTERED NAME in the COMMENTS

@SharpQuarterHorses



venmo