TOP SHELF EQUINE SERVICES, LLC. STALLION SERVICE CONTRACT - METALLIC REYNN CASSIA BOULEY: 406-871-7927

By entering into this contract the respective owners agree to the following:

1.	I Hereby agree to breed my mare:	/Reg #	to
	the Stallion: METALLIC REYNN eitl	ner on site at predetermined and agreed upon location or by shipped	cool
	or frozen semen during the 2023 breed	ing season. I agree to pay \$1100 made payable to Top Shelf Equine	•
	Services for stud fee. The stud fee is to	be paid in full prior to semen shipment. Mares bred on site will requ	uire
	a booking fee of \$400 (which is a non-	refundable, non-transferrable down payment on the Stud Fee) paid p	rior
	to breeding and to hold breeding slot.	The remainder of the stud fee must be paid before the mare arrives at	t
	breeding location or semen is shipped.		

- 2. Owner shall pay boarding fees of \$14 per day per mare or \$20 per day with mare and foal.
- 3. Stud Fee does entitle mare owner to a Live Foal Guarantee. I am entitled to a "live foal" conceived from this breeding that will stand and nurse after foaling without assistance and live for (24) hours. Live foal guarantee will be null and void if mare owner does not give ample opportunity to settle mare. Stallion owners will also be released from Live Foal Guarantee if mare is sold without notifying the Stallion Owner and providing the new owner's contact information. With rebreed agreement I am required to pay a current season non-refundable booking fee, all mare care service fees, and all other veterinary related fees.
 - a. A live foal guarantee shall pertain only to mares that are pronounced safe in foal at 45 days confirmed in writing by a licensed veterinarian. Mare not confirmed safe in foal at 45 days will not have a live foal guarantee.
 - b. Mare must be given all necessary care including the 5-7-9 month pneumabort shots during pregnancy to ensure for a healthy foal, and to validate the live foal guarantee.
 - c. If contracted mare is found to not be in foal or if a licensed veterinarian pronounces mare in foal and mare aborts or delivers a stillborn, Mare Owner is allowed a Rebreed Contract as long as Top Shelf Equine Services is notified within (7) days of discovering the mare is open or foal is stillborn. A rebreed contract will apply to the following breeding season only, and the paid stud fee will be non-refundable. A veterinarian's statement of pregnancy status is required and all fees owed by Mare Owner must be paid in full. Mare Owner certifies that such abortion or death did not result from any act or omission of the owner. Failure to do this will void the Live Foal Guarantee.
- 4. Mare owner represents the mare in healthy, breeding sound condition, and is registered with the designated organization. Mare owner will provide documentation of updated/appropriate vaccinations and proof of clear/clean uterine culture by a licensed veterinarian or approved agent. If mare is coming from outside of MT state lines, a current coggins and health certificate must be in order. If mare is coming from within MT but outside of Missoula County, please provide current brand inspection as well. Mare Owner must also provide documentation of negative genetic panel testing. ALL MARES MUST BE HERDA N/N, GBED N/N TO QUALIFY FOR BREEDING TO METALLIC REYNN. METALLIC REYNN 6 PANEL GENETIC RESULTS ARE AS FOLLOWS: HYPP=N/N, HERDA=N/HRD, MH=N/N, PSSM TYPE 1=N/N, GBED=N/GBED, MYHM=N/N
 - a. Mare Owner gives consent for mare to be examined and treated by a licensed veterinarian of stallion manager's choice. Mare may be palpated and an ultrasound may be performed to determine accuracy of ovulation schedule. Mare owner agrees to pay all associated fees resulting from any examination or services performed. All veterinarian fees, including any associated veterinarian invoices incurred while mare was in stallion manager's care, must be paid in full prior to the mare being listed on stallion breeding report.

- b. Live cover mares must have all shoes removed and be able to be tied. If mare exhibits any aggression or resistance beyond minor restraint to be bred, the breeding manager will contact mare owner to inquire and determine if further restraint is to be used.
- c. If mare represents an uncontrollable disposition for a successful cover, for the safety of the stallion, breeding manager has the right to refuse to continue to breed the mare stated on the contract. If current year books are not full, mare owner will be allowed to substitute an **approved** mare for the breeding season stated on contract with an additional non-refundable booking fee of \$300. If approved mare cannot be utilized, stud fee will be reimbursed minus \$300 booking fee.
- 5. Mares with an unknown pregnancy status after October 7th will not be included on the stallion breeding report. Pregnancy status updates received after August 30th are subject to a \$50 stallion breeding report late-filing fee.
- 6. If mare is bred on site, I agree to pay all board charges and veterinary expenses before mare is released from Top Shelf Equine Services. Top Shelf Equine Services may breed and treat my mare however deemed appropriate to complete this contract. I am aware that this is a non-chute fee contract and I will be responsible for payment of all services rendered including but not limited to all rectal palpations/reproductive ultrasounds, and all other treatments/medications utilized to breed my mare. I am also aware the stallion owner is not held liable for charges rendered to breed my mare. I understand that Top Shelf Equine Services will diligently try to settle my mare, or produce a viable embryo to transfer, but if they are not able to, Top Shelf Equine Services shall be held harmless.
- 7. If mare is to be bred with shipped semen, I understand that the Stud Fee must be paid in full before any semen will be shipped. An additional \$350 collection fee will be charged for cooled or frozen semen contracts. I agree to pay a fee of \$250 per standard overnight delivery, or \$550 per counter to counter airline shipment, or \$350 for each standard ground delivery frozen semen shipment. Shipment charges are subject to change in order to reflect current shipping rates. Every attempt will be taken to deliver the semen to mare owner in good condition, but once shipment leaves Top Shelf Equine Services, they cannot be held responsible for untimely delivery or condition of the cooled or frozen semen. I am also aware that the on site mares will receive priority, and all shipped semen mares will be serviced on a first order, first serviced basis if necessary, therefore there is no guarantee that semen will be available for any specific day. Semen orders will be requested by 3PM MST the day prior to semen collection and cancelled by 8AM MST the day of collection. For Canadian shipments, please contact our office for additional instructions and fees. Semen containers must be returned within 5 business days of receipt. If the container is not received within 5 business days the mare owner shall pay a non-return fee of \$50.
- 8. I understand that if an embryo transfer is performed and multiple embryos are recovered during embryo harvesting, I will be held accountable for an additional stud fee of \$1100, paid within (60) days of confirming pregnancy in order to receive a certificate for the additional foal(s). If a conception from a multiple embryo harvest does not produce a live foal after the mare owner pays for additional stud fee(s), it is the stallion owner's discretion to refund the stud fee for the additional conceptus or allow it to be a rebreed for the following breeding season. Current season booking fee remains non-refundable.
- 9. It is further agreed that if the mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal, an **approved** substitute mare will be allowed for the current breeding season or the following season only. No stud fee will be refunded. Additional non-refundable booking fee will apply. In case the stallion becomes unserviceable for whatever reason, stallion owner will utilize frozen semen if available to satisfy the terms of the contract for (1) year following the season the stallion is deemed to be unserviceable. If this contract cannot be fulfilled after stallion becomes unserviceable, the current breeding fee minus the booking fee will be returned to mare owner.
- 10. It is my understanding that best ability care will be given for both the mare and/or foal presented to Top Shelf Equine Services, to prevent accident, sickness, injury, or death, and that the mare owner will not hold Top Shelf Equine Services, its owners, employees, the stallion owner, breeding facility, veterinarian utilized, or any of the attendees responsible for any injury, escape, disability, or death of any horse on its premises whether from fire, flood, theft, act of God, or any other reason.

- 11. Top Shelf Equine Services and affiliated stallion owners will have a necessary lien for all fees, charges, and expenses that are incurred while the mare and/or foal are under the care of Top Shelf Equine Services. Mare owners shall be responsible and hereby agree to pay for all legal fees and/or attorney/court costs incurred by Top Shelf Equine Services or the affiliated stallion owner to enforce this agreement or any portion thereof. It is expressly agreed that this contract is performed in Missoula County, Montana, and venues for any actions hereunder will be in Missoula County, Montana.
- 12. No mare will be bred, and semen will not be shipped without a completed stallion service contract that is signed by mare owner and stallion owner or agent of stallion owner. At this time, the contract will be a binding contract on both parties, subject to the above terms and conditions.

Mare Owner (Please print):
Signature of Mare Owner:
Street Address:
City/State/Zip:
Phone:
Email:
Date contract signed:
If to be live covered, please provide mare's barn name:
Stallion Owner (Please Print): <u>Cassia and Cody Bouley</u>
Signature of Stallion Owner/Agent:
Email: topshelfequineservices@gmail.com Phone: (406) 871-7927
Date contract signed:
Payable to Stallion Owner: Cassia & Cody Bouley
Stud Fees:
Booking Fees:
Total Due:
Please mail checks to: Top Shelf Equine Services, LLC.
24995 View Crest Dr.
Huson, MT 59846

Please send via "Friends and Family" option to avoid additional fee

Venmo: @Cassia-Bouley