HIGHPOINT
Performance Horses
CHARLIE COLE JASON MARTIN
www.highpointperformance.com

HEAVENLY FIREWATER

AQHA #5513630

5 panel negative

Cooled / Frozen 2027 Semen Contract

Stallion Owner: Mission Ranch LLC

Stallion Breeding Manager: Christi Christensen, Highpoint Performance Horses 903-816-1428

Fax: 888-820-3293 Email: Christi.highpointperformance@gmail.com

11015 Cole Road, Pilot Point, TX 76258

CUSTOMER NAME: _____

It is important that your vet has a copy of your contract to know what name the contract has been submitted in and order semen in that same name. Any wrong name on orders may lead to delay in shipment.

I hereby agree to breed **MARE NAME**: _____

Reg#_____AQHA/APHA/ApHC/TB to the stallion "HEAVENLY FIREWATER", AQHA#5513630 for the 2027 breeding season beginning Feb 1st and ending July 2nd, 2027. Mare owner agrees to pay the fee of **$3500** ($2900 stud fee plus $600 non refundable booking/chute fee). All payments must be made payable to Highpoint Performance Horses(HPPH). **Whether this is a donated breeding or discounted breeding, the $600 booking/chute fee is due on all contracts payable to HPPH.**

PLEASE NOTE: **Expect cooled semen, however frozen is available if he is on the rodeo road.** ***Cooled semen is on a first call / first serve basis so make sure you call early to be put on the list. No one is guaranteed more than one dose of cooled semen per shipment. If cooled semen is not available, then frozen semen will be sent at the stallion manager's discretion. Any late callers will receive frozen semen if not enough cooled for that shipping day. Frozen semen will be released one dose per cycle (8 straws) (Initial Here)_____, up to 2 doses of frozen semen per breeding contract without additional semen fees. Any unused frozen semen doses must be returned at mare owners expense to Highpoint by the end of the breeding season. (Initial Here)_____***

PRE-BREEDING ARRANGEMENTS: The mare owner must provide the following when booking a contract:

- Copy of both sides of registration certificate, if breeding a thoroughbred mare, an AQHA "T" number is mandatory for registration. This is a requirement and not a suggestion.
- **Completed and signed breeding contract.**
- **Proof of current veterinary reproductive exam and normal uterine cytology and/or uterine culture for the current breeding season**
- All applicable fees:

Initial that you have read and agree _____

I. The stud fee and shipping fee must be paid in full before any semen will be shipped
II.Any incomplete registration certificate or unpaid charges will result in a hold of the mare's name on the appropriate stallion breeding report.
III. Semen will not be shipped to any mare unless a current credit card number/expiration/cvv code are provided on this contract or shipping is **prepaid** with check or money order.

SHIPPING / ORDERING:

- **Collection days are Monday, Wednesday, & Friday on all stallions.**
- **Any semen shipped must solely be used to breed only the mare specified in this contract.**
- Mare owner or agent must give at least 24 hour notice of possible semen shipment to HPPH and confirm shipment by 8am central time day of collection. No guarantee will be made that cooled semen will be available on a given day. It is first

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call, first serve. Frozen semen is available if cooled semen is not. **TO ORDER SEMEN- call or text 903-816-1428. WE DO NOT ACCEPT EMAIL ORDERS!**

- Every effort will be made to accommodate your mare's breeding timeframe; however, it is the mare owner's responsibility to keep in touch with HPPH so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments at the mare owner's expense. A veterinarian knowledgeable in successful insemination techniques must oversee inseminations in order to maximize the potential of a timely pregnancy.

- Semen that is picked up from HPPH by mare owner or agent will have a packaging cost of $50.

- Semen will be sent via UPS or FedEx Overnight (next day arrival) within the United States at the rate of $315 per shipment.
- Semen sent counter to counter airline shipments (same day arrival) are available at the rate of $400. Availability of airline shipments depend on air cargo routes operated by airlines contracted with HPPH. (American, Southwest, Delta, United)

- All Canadian USDA shipments will be sent via FedEx at the rate of $675 which includes USDA health cert, commercial invoices, and shipping cost.

- **HPPH is NOT responsible for the COSTS arising from shipments lost, damaged or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment once it leaves our facility. There will be no refunds given for lost or delayed shipments.**
  _____(signature)

- **All *MARE CHANGES* & *SHIPPING CHANGES* must be submitted in writing via email at least 24 hours prior to shipment. There will be a $100 charge for all mare changes _____unless the original mare booked has died.**
  Initial here

- The mare owner agrees to have mare checked within 30 days of insemination and report back to HPPH with results of pregnancy. It is the mare owner's responsibility to return a signed copy of the insemination certificate (sent in the shipment of semen) signed by administering veterinarian or breeding facility manager back to Highpoint Performance Horses. Mare owner is also responsible for DNA testing their mare as per AQHA and APHA rules before a foal can be registered.

- MARE WILL NOT BE PUT ON THE BREEDING REPORT UNLESS ALL FEES HAVE BEEN PAID IN FULL, PREGNANCY STATUS AND LAST BREEDING DATE HAS BEEN PROVIDED TO HPPH BY AUGUST 15th. Failure to do so will be at mare owner's expense. _____Initial here

LIMITED LIVE FOAL GUARANTEE

- If the contracted mare dies or is deemed unfit to breed during the season she is contracted, a substitute mare, approved by the stallion owner, may be bred without any additional breeding fee for that same season. **NO REFUNDS GIVEN ON ANY FEES ASSOCIATED WITH THIS CONTRACT!!!** ALL MARES SWITCHES MUST BE APPROVED AND EMAILED IN WRITING TO US AT A MINIMUM OF 24 HOURS BEFORE ANY SHIPMENT OF SEMEN IS SENT! If the original mare booked dies there will not be a mare change fee.

- A live foal is defined as one that will stand and nurse. If foal is born dead, mare owner agrees to furnish the stallion owner, within 7 days, a certification from a licensed veterinarian that the foaling was an attended foaling and deliver a written statement from vet giving details required to substantiate the failure of the mare to produce a live foal. In such case, the mare owner will have the right to rebreed contracted mare the season following the original contract ONLY, NO EXCEPTIONS! Mare owner may substitute a different mare for the rebreeding providing that the substitute mare is of same quality and condition as the original mare approved, determined in the stallion manager's discretion. In such a case,

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return privileges will be available for the season following the original contract season. All rebreeds must pay the rebreed chute fee of $350 and any shipping charges applicable.

- **If the mare owner fails to rebreed the following year after original contracted season, then any and all fees become forfeited, the right to rebreed is cancelled and the stallion owner is released from all further obligation of this contract**.
  SIGNATURE REQUIRED _____

- Any mare that is to be re-bred must have a clean/negative culture on file with HPPH before any semen will be sent. It is also recommended that the mare be put under lights no later than November 15th prior to the next breeding season and be ready in the early part of the breeding season. Our season is from Feb 1st - July 2nd so make sure you start early!

- We DO NOT offer color guarantee on APHA and ApHC registered mares.

- EMBRYO TRANSFERS: If more than one embryo is produced from a single flush, then the mare owner is required to sign an additional contract for the additional embryo and pay an additional stud fee of $2900 for each additional embryo regardless of the original fee contracted. _____ initial here

- The stud fees are non-refundable in the event something happens to the stallion.

- If in the event something should happen to the stallion **HEAVENLY FIREWATER** where he can no longer be a standing stallion, then we will offer the following option:

  - The breeder has the option of up to two doses of HEAVENLY FIREWATER frozen semen to be released one dose at a time. After the two attempts the contract is considered fulfilled. This must be performed at a reputable breeding facility approved by the breeding manager at HPPH. Pregnancy can be insured after 45 days in foal and is recommended at the mare owner's expense to do so as the contract is considered fulfilled.

- All parties acknowledge that this agreement is made and performed within the County of Denton, State of Texas. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the State Court located in Denton County, Texas and shall be construed and enforced under the laws of the State of Texas. Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual stud fee that was paid.

All payments may be made by check or credit card (Visa, Mastercard, American Express, Discover) and be in US funds. A 4% processing fee applies when paying with credit card on any charges. If prepaying all fees by check, simply leave credit card space blank below. All shipping and charge fees are subject to change. Payments must be made in full prior to semen being shipped.

_____ _____ _____ _____
Credit card number exp date cvv code name on card

_____ _____ _____ _____ Please mark what you want charged on credit card
Billing zip code for card Stud fee Booking fee Shipments

MARE OWNER INFORMATION: Please print legibly!

Owner Name: _____

Owner Address: _____

_____

Phone: _____ Email: _____

Name of Mare: _____

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Breed: _____ Registration #_____

Contact Name: _____
(Person doing your breeding, either vet or farm manager)
Contact Phone number: _____

Contact email required: _____

Ship semen to the following address: _____

_____

_____

Saturday delivery address if different: _____

_____

_____

Closest Airport if CTC shipping is requested: _____

SIGNATURE OF MARE OWNER:_____

HPPH Approved by:_____date_____

PLEASE **SIGN** AND **RETURN ALL** PAGES OF THE CONTRACT.

HPPH WILL SIGN AND RETURN APPROVED COPY OF YOUR CONTRACT VIA EMAIL SO PLEASE PROVIDE A CORRECT EMAIL ADDRESS.

REQUIREMENTS

Clean uterine culture required on all open mares before semen will be shipped.
If breeding on a foal heat, licensed veterinarian must prepare mare before semen will be shipped.

RECOMMENDATIONS

The use of regumate can increase pregnancy rates after ovulation. Please talk with your vet about your specific mare and follow vet recommendation. Remember- it is cheaper to put on regumate and get the pregnancy and wean off the regumate later than repeat a cycle and ship again if you are unsure on progesterone history for this mare.