

QUINLAN

AQHA#6159341 / APHA#01218540
2026 ICSI Non-Gender Specific Contract

This agreement is made on the date shown below by HIGHPOINT PERFORMANCE HORSES, INC. and the undersigned Mare Owner/Mare Lessee _____ of the Mare _____ Reg# _____ Breed _____. A copy of the mare's registration certificate MUST accompany this contract.

FEES:

----- The breeding fee in 2026 shall be \$1750 per embryo which is payable upfront to Highpoint Performance Horses for the first embryo and any additional embryos are \$1750 due at 45 days positive pregnancy in a recipient mare per embryo.

----- **ALL embryos are to be reported at the completion of the ICSI round by returning the ICSI addendum sheet filled out and signed by mare owner.** Highpoint Performance Horses must be notified when each embryo is implanted in a recipient mare, and then updated at pregnancy check along with heartbeat check. At 45 days positive pregnancy, Highpoint Performance Horses is to be paid the \$1750 per any additional embryo pregnancy.

-----Any embryos produced are to be implanted within a two year window of the date of this contract.

LIVE FOAL GUARANTEE:

Highpoint Performance Horses will offer a live foal guarantee on each paid in full embryo contract. If pregnancy fails to produce a live foal that stands and nurses within 24 hrs, then a rebreed will be offered for the same mare contracted. Absolutely no refunds on this contract. We suggest the mare owner insure the embryo.

Notification Requirement- Initial EACH line below:

_____ Stallion manager MUST be notified at the completion of the ICSI round ALL embryos that were produced. Notification must come in writing via email to Christi.highpointperformance@gmail.com

_____ Stallion manager MUST be notified of the total number of fresh embryos implanted into recipient mares within 2 days of being implanted. Notification must come in writing via email to Christi.highpointperformance@gmail.com

_____ Stallion manager MUST be notified of the total number of vitrified (frozen) embryos. Stallion manager MUST be notified within 2 days of thawing a vitrified embryo and being implanted into a recipient mare. Notification must come in writing via email to Christi.highpointperformance@gmail.com

_____ Stallion Manager MUST be notified at 14 day positive pregnancy check, heartbeat check, and 45 day check. Notification must come in writing via email to Christi.highpointperformance@gmail.com
Mare owner's credit card will be automatically charged at the 45 day pregnancy confirmation for each embryo.

_____ Mare owner is responsible to make sure ALL dates are reported as stated by this agreement and provide ALL dates of implanted embryos for breeding reports. Any deviations of this agreement may result in foals ineligible for registration papers and/or

result in a late penalty of \$300 per embryo to be added to a stallion breeding report in order to obtain a breeders certificate.

_____ No mare will be listed on a stallion breeding report unless the ICSI contract was paid in full for that particular embryo. No frozen embryo permits will be signed unless a stud fee has been paid in full for that particular embryo.

Any deviation from the terms of this contract will result in the contract reverting to a full price stud fee and payable immediately. SIGN HERE _____

BREEDERS CERTIFICATES:

Upon notification of birth of a live foal, and after full payments of all fees and expenses have been received, and all notifications have been given, stallion owner shall issue or release a breeders certificate to the mare owner.

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.

WARRANTIES:

No warranties, expressed or implied, shall accompany the breeding right created by this agreement for the semen delivered under this agreement.

AGREEMENT:

- This agreement may neither be assigned nor transferred in any manner, absent the written permission of the Stallion Manager.
- This agreement constitutes the entire agreement of the parties.
- This agreement supersedes all other agreements or understandings between the parties
- This agreement may not be amended in any manner other than in writing executed by both parties
- This agreement shall be interpreted in accordance with the laws of the State of Texas, Denton County.
- This agreement shall be binding upon the individual parties successors, assigns, executors, administrators, beneficiaries, representatives, heirs, and permitted assigns of the parties.

BINDING EFFECT:

This agreement shall become binding when Stallion Owner/Stallion Manager receives a signed copy of this agreement, Stallion Owner/Stallion Manager signs a copy of this agreement, and mare owner has a VALID credit card provided on this contract.

LITIGATION: The parties acknowledge that this agreement is made and performed within the Denton County, State of Texas. 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 or original 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 or the original 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 or the original 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.

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.

Contract: When the mare owner signs and returns this contract to the Stallion Marketing Manager and the Stallion Marketing Manager signs this contract, 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

Registration Papers: A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Papers will be recorded on the Stallion Breeding Report. **There are no mare changes on any ICSI contract. If you wish to switch mares, you must complete a new contract. _____ Initial here**

Genetic Tests Results: HERDA-N/N PSMM -N/N HYPP-N/N GBED-N/N MH- N/N IMM/MYHM-N/N

Mare Name: _____

Registration – AQHA/ APHA/ ApHC _____

Mare Owner: _____

Address: _____

Email: _____

Phone Number: _____

Credit Card: _____ - _____ - _____ - _____

Expiration Date: _____

CVV Code: _____

ICSI Lab: VITA NOVA VIAGEN

Mare Owner Signature: _____

Date: _____

Highpoint Representative Signature: _____

Date: _____