



SELECT IF THIS IS A
REBREED

2027 BREEDING CONTRACT

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS



Shipped Cooled



Frozen (full dose)



ICSI (single straw)

This Agreement, made on the date shown by and between: **VS Code Blue/Katherine K. Tobin** (referred to herein as “Stallion Owner”) and the undersigned Owner or Lessee of the mare described below (“MARE OWNER”)

is made under the following conditions:

The MARE OWNER hereby engages one service to **VS Code Blue (the “Stallion”)** for the following Mare for the 2027 breeding season:

NAME OF MARE, REGISTRATION NUMBER and BREED (the “Mare”)

1. BREEDING AND BOOKING FEE: The Breeding Fee shall be \$1650 which includes a nonrefundable booking fee of \$500.00 payable with this agreement, which reserves a breeding for the above-mentioned mare in the Stallion's book for 2027. Mare Owner agrees to pay the balance and any other fees due before any shipment of semen shall be made. All Stallion Service breedings, Stallion Auction breedings, and Gifted/Donated breedings DO NOT include the \$500.00 booking fee to the STALLION and do not include the shipping and collection fees.

2. COLLECTION, SHIPPING & PROCEDURES: Breeding season begins February 03, 2027 and ends June 30 2027. STALLION OWNER is not responsible for shipment once it leaves our custody. Semen is available on a first come first serve basis. Please note the different procedures below depending upon which option you chose to use to breed the mare.

A) COOLED SHIPPED SEMEN: Domestic shipments will be \$325.00 per shipment which includes collection fee, disposable container and Fed Ex Priority Overnight. If Fed Ex First Overnight is needed additional charges will apply. Airline **COUNTER to COUNTER** service will be **\$400.00**. Same day (counter to counter service) is sent from Phoenix Sky Harbor International Airport (PHX). Flight availability is NOT GUARANTEED, additional fees shall apply for airport counter to counter services and shipments outside the continental U.S. Note that an airline counter to counter shipment may result in a very late arrival at your location because of the uncertainty of passenger airline schedules. On site pickup is \$150.00

Cooled Semen will be shipped **Monday, Wednesday, and Friday from February 03, 2027 to June 30, 2027**. All US Shipments must be placed by **3:00 PM PST** on the day before your semen is to be shipped. You may cancel your request without penalty if you do so by 8:00 AM PST on the day of shipment. **ORDERS CANNOT BE REQUESTED ON FACEBOOK MESSENGER**. Canadian Shipments require a 24-hour workday notice (exclusive of Saturday, Sunday and holidays) and USDA fees will be charged to the mare owner. Each Shipment will contain enough semen to inseminate one mare. One dose will be shipped.

B) FROZEN SEMEN SINGLE DOSE: A nonrefundable frozen semen fee of **\$250.00** will be charged in addition to the breeding/booking fee mentioned above. Frozen semen is available all year. One breeding dose consists of 8 straws of semen, this option may not be used for ICSI. A request for a shipment of frozen semen must be made a minimum of ten (10) days before frozen semen is needed. Shipping will be provided by Scottsdale Equine Reproduction Center. All costs for shipping frozen semen to the mare owner or veterinarian requested location, will be paid by the mare owner to Scottsdale Equine Reproduction Center. Katherine K. Tobin and Scottsdale Equine Reproduction Center have the right to deny shipping requests for any reason, including, but not limited to an untimely request. **All fees must be paid in full 10 days prior to shipping.** An additional dose can be purchased for \$500.00 plus cost for shipment. Mare Owner agrees to comply with all breed requirements, as applicable, concerning the use and handling of frozen semen. Any unused semen/straws must be returned to Scottsdale Equine Reproduction Center. The responsibility for conception is on the Mare Owner. A qualified, experienced, and licensed veterinarian competent in the use and handling of frozen semen should perform the insemination. If the above-named mare fails to conceive from one (1) shipment of two (2) breeding doses the “Rebreed Contract” becomes null and void, unless an agreement is made between Stallion Owner and Mare Owner. The Stallion Owner, in their sole discretion, may refuse to ship semen beyond two (2) shipments if they believe the insemination is not proper or the mare is not healthy. **It is the mare owner's responsibility to notify the Stallion Owner of the frozen semen breeding dates prior to AUGUST 30TH of the current breeding year so mare may be included on the breeding report.**

C) ICSI SINGLE STRAW: A nonrefundable frozen semen fee of **\$250.00** will be charged in addition to the breeding/booking fee mentioned above. Frozen semen is available all year. Mare Owner will be provided with one (1) straw of frozen semen to be used for intracytoplasmic sperm injection (“ICSI”). If more than one viable embryo develops and is

implanted into a recipient mare then Mare Owner will owe an additional \$1650.00 stud fee for each embryo that reaches 45 days within a recipient mare. If the embryos are frozen and implanted in a subsequent year then the Mare Owner will owe that year's stud fee for which the embryo is implanted once the embryo reaches 45 days within the recipient mare. It is the Mare Owner's responsibility to notify Stallion Owner of the number of embryos that matured and date implanted or frozen. Mare Owner agrees to comply with all breed requirements, as applicable, concerning the use and handling of frozen semen, embryos, and frozen embryos. A request for a shipment of frozen semen must be made a minimum of ten (10) days before frozen semen is needed. Shipping will be provided by Scottsdale Equine Reproduction Center. All costs for shipping frozen semen to the mare owner or veterinarian requested location, will be paid by the mare owner to Scottsdale Equine Reproduction Center. Katherine K. Tobin and Scottsdale Equine Reproduction Center have the right to deny shipping requests for any reason, including, but not limited to an untimely request. If mare fails to produce any viable embryos from the first ICSI procedure then an additional straw can be purchased for \$500.00 plus cost for shipment. **All fees must be paid in full 10 days prior to shipping. It is the mare owner's responsibility to notify the Stallion Owner of the ICSI dates along with number of embryos produced prior to AUGUST 30TH of the current breeding year so mare may be included on the breeding report.**

3. EMBRYO TRANSFERS: Should Mare build, mature and ovulate more than one follicle and more than one embryo is recovered during the embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo. No breeding certificates for more than one embryo shall be issued by Stallion Owner unless and until (i) a sworn, written statement from the licensed veterinarian who examined and managed the donor mare during the breeding cycle is provided to Stallion Owner and (ii) for each embryo, the Mare Owner shall have paid Stallion Owner a breeding fee of \$1650.00, **payable in U.S. funds only**. Should one of the multiple embryos obtained from one flushing procedure be non-viable or die at any time after implantation into the recipient mare, mare owner is allowed live foal guarantee.

4. MARE BREEDING CONDITION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

5. MARE OWNER RESPONSIBILITY: The responsibility for conception is on the Mare Owner. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. A qualified, experienced and licensed veterinarian competent in the use and handling of frozen or cooled semen should perform the insemination. The Stallion Owner, in their sole discretion, may refuse to ship semen beyond two (2) shipments if they believe the insemination is not proper or the mare is not healthy. Mare Owner agrees to use all semen provided by this agreement solely to breed the Mare named in this agreement. Any attempt to use any portion of the semen shipped to the Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of STALLION OWNER under this agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits, and the right to a Breeder's Certificate.

6. LIVE FOAL GUARANTEE: Mare Owner is guaranteed one live foal per breeding fee once Mare has been certified by Stallion Owner to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare should die before foaling, miscarries her foal, or if the foal is stillborn. Mare owner shall be entitled to rebreed or substitute a Mare to Stallion **upon payment of an additional \$500.00 rebreed fee** payable in U.S. funds only to Katherine K. Tobin, plus shipping cost for the following breeding season only unless this "Re-Breed" Contract is the second (2nd) attempt at a live foal, then the contract becomes null and void. It is requested that if mare does not have a viable foal, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Stallion Owner written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

7. WAIVER OF LIABILITY, RELEASE, AND HOLD HARMLESS: MARE OWNER HEREBY SPECIFICALLY AGREES THAT STALLION OWNER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL. MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

8. LIQUIDATED DAMAGES: As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, 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 the Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1500.00.

9. SUBSTITUTION: If the Stallion dies, or is sold, or becomes unfit for service prior to settling the mare, then this Agreement shall be terminated. If the Mare dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.

10. REGISTRATION PAPERS: Mare Owner shall provide Stallion Owner a copy of Mare's registration papers (front only) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

11. BREEDER'S CERTIFICATE: A Breeder's Certificate produced by the appropriate association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and upon notification to the **STALLION OWNER** of the birth of the foal. **Breeder's Certificate will be released online.**

12. VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be interpreted in accordance with the laws of the State of Arizona and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts.

13. ADDITIONAL PROVISIONS: The breeding contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. Payments made by credit card will be assessed a 3% bank fee. CREDIT CARD INFORMATION MUST INCLUDE: CARDHOLDER'S NAME, MARE OWNER'S NAME, CARD NUMBER, SECURITY CODE, ZIP CODE WHERE BILL IS SENT.

This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral.

Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties.

The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

14. DISCLAIMER: Stallion Owner makes no representations or warranties, express or implied, regarding the delivery of the frozen or cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries.

Signature of MARE OWNER ("MARE OWNER")

Accepted this *day of* *, 20* *.*

VS Code Blue ("STALLION")

Printed Name of MARE OWNER, Lessee, or Agent

By:

www.VSCodeBlue.com

Breeding Manager : Jim Searles (602) 549-7332

Info@VSCodeBlue.com

6638 E. Jomax Rd. Scottsdale, Arizona 85266

MARE OWNER INFORMATION

Owners Name:

Street Address:

City/State/Zip Code:

Telephone Numbers:

(Please include all numbers: home, business, or cell)

Email Address:

Mare's Name:

AQHA Registration Number:

APHA Registration Number:

Other: Registration Number:

Semen Shipment Information: (Some locations DO NOT accept Sat. delivery)

Ship to:

Address:

(No P.O. Boxes, must be a street address or rural route for FedEx delivery)

City/State/Zip:

Contact Name:

(Name of veterinarian or other person to receive shipment)

Telephone Numbers:

(Please include cell numbers)

Closest Airport with commercial service: City:

State: Person Picking Up:

Cell # to Text Tracking Number:

Is FedEx A.M. Overnight service available in your area? Please select (☐ Yes / ☐ No)

WWW.VSCODEBLUE.COM

BREEDING MANAGER : JIM SEARLES (602) 549-7332

INFO@VSCODEBLUE.COM

6638 E. Jomax Rd. Scottsdale, Arizona 85266



2027 VS Code Blue's Color Addendum

- **The Color Guarantee** will apply to APHA registered mares only.
- **Double registered mares will not receive the Color Guarantee;** they will only receive the live foal guarantee provided for in the Breeding Contract.
- If a registered APHA mare fails to produce a foal that is **regular registry eligible** with APHA, the mare owner may breed back the following season at one half the price of the fee that was paid on the original Breeding Contract. A re-breed fee will apply.
- The Color Guarantee re-breed must be used on the **original mare** in the calendar year that the ineligible regular registry foal was born. Any changes of mare must be authorized by VS CODE BLUE in writing.
- A Color re-breed is **non-transferable** and may not be sold to a third party.
- Standard shipping fees apply to any Color re-breed.
- This Color re-breed is offered for a **one time re-breed** and will not be extended to any additional years if the mare fails to have a regular registry foal as a result of the Color re-breed.

THE SIGNATURES BELOW AND THE PORTION OF THIS SCHEDULE CIRCLED ABOVE
CONSTITUTE AN AMENDMENT OF PARAGRAPH 2 OF THE 2027 SHIPPED COOLED
SEMEN CONTRACT BETWEEN THE PARTIES:

"STALLION OWNER" Signature

"MARE OWNER" Signature



Payment Authorization

If paying by check, please make out check to: "KATHERINE K. TOBIN"

If paying by credit card, fill out form below
VISA OR MASTERCARD ONLY

Mare Owner Name:

Name as it appears on card:

☐ MASTERCARD ☐ VISA

Card Number:

Expiration Date: 3 Digit CRV Security Code:

Exact Credit Card Billing Address:

Address 1:

Address 2:

City, State, Zip:

Daytime Phone:

I authorize the following fees to be charge, from time to time, to my Credit Card account, upon prior telephone authorization by me or my agent:

BOOKING FEE ☐

BALANCE OF BREEDING FEE ☐

SHIPPED SEMEN FEE ☐

OTHER CHARGES ☐

All credit card charges are subject to a 3% office fee.

Name (Printed):

Authorized Signature: Date:

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