Fappani Performance Horses, Inc.
Stallion Services Agreement

We would like to take a moment to thank you for considering "All Bettss Are Off" AQHA #5822894 / APHA #1076238 as part of your breeding program during the upcoming breeding season. Please take a moment to review and complete the following contract.

Fappani Performance Horses, Inc.
29031 N 160th St.
Scottsdale, AZ 85262
480-766-6275 (Tish cell)
gambler@fappaniperformance.com
www.fappaniperformance.com

Below is a checklist of what will need to be included when returning the contract:

- Signed and completed contract.
- Photocopy of the mare's registration paper(s).
- **$500.00** booking (or rebreeding) fee payable to **Fappani Performance Horses, Inc.**
- **$250.00 - $550.00** semen shipment fee payable to **Scottsdale Equine Reproduction Center** (see "Additional Fee Schedule").
- **$2500.00** balance of the breeding fee payable to **Rancho Oso Rio, LLC** (not applicable to rebreeds).

Mare Owner: _____

Address: _____

Phone: _____

Email: _____

Once again, we would like to thank you for your business.

STALLION SERVICES AGREEMENT

THIS STALLION SERVICES AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 20___, ("Effective Date") by and between Fappani Performance Horses, Inc., an Arizona corporation ("Manager") and:

Owner_____("Mare Owner") Email _____Phone_____

Address_____ City _____State_____Zip Code _____

AGREEMENT

1. **Horse**. This Agreement pertains to Mare Owner's horse, more specifically identified as: _____("Mare")

   Registration #_____Breed_____ Date Foaled_____Color_____

   Mare Owner intends for the Mare to _____ carry the foal or _____ be flushed for an embryo transfer.

   Include Mare on AQHA Breeding Report? ___ YES ___ NO
   Include Mare on APHA Breeding Report? ___ YES ___ NO

2. **Breeding to Stallion**. Mare Owner agrees to breed Mare to **ALL BETTSS ARE OFF**, AQHA registration number **5822894** ("Stallion") during the **2027** breeding season on the terms and conditions set forth in this Agreement. Mare Owner agrees to deliver to Manager a photocopy of the Mare's registration papers on or before the Effective Date. The breeding season for Stallion shall be from **January 1, 2027 to June 30, 2027**.

3. **Term**. This Agreement shall commence on the Effective Date and continue until and including July 1st of the same calendar year.

4. **Fees**. In exchange for breeding Mare to Stallion, Mare Owner shall pay the fees set forth below (by check, money order, or credit card):
   (a) Chute/Booking Fee. Mare Owner shall pay **$500.00** as the non-refundable booking fee to Manager on or before the Effective Date of this Agreement.
   (b) Stallion Fee. Mare Owner shall pay **$2500.00** as the stallion fee for breeding Mare to Stallion.
   (c) Additional Semen Fee. Mare owner shall pay the applicable semen shipment fee as outlined below (see "Additional Fee Schedule").

5. **Additional Fee Schedule**. Mare Owner further agrees to pay the fees set forth in Schedule A, attached hereto, as applicable. Manager will bill Mare Owner each month for fees and expenses incurred in breeding or caring for Mare. Mare Owner agrees to pay each invoice within 30 days of receipt thereof.
   (a) Frozen Semen Fees. If Mare Owner is to receive frozen semen from Manager, the following additional fee shall apply:

   Frozen Semen Shipment Fee: **$550.00**

   (b) Cooled, Transported Semen Fees. If Mare Owner is to receive transported semen from Manager, the following additional fee schedule shall apply:

   Shipment Fee (Federal Express): **$375.00** Shipment Fee (Airline): **$500.00** Pick Up Fee: **$250.00**

   (c) The Mare Owner is responsible for all shipment charges.

6. **Frozen Semen**. The following provisions shall apply if Mare Owner is to receive frozen semen from Manager:

   (a) Shipping. Shipping will be provided by Manager's shipping agent, Scottsdale Equine Reproduction Center (the "Shipping Agent"). Mare Owner shall be responsible for sending a request of frozen semen shipment to the Shipping Agent and for contacting Manager for an authorization of shipment. Frozen semen will not be shipped by the Shipping Agent without authorization from Manager. All shipping fees and expenses incurred are the Mare Owner's responsibility and paid directly to the Shipping Agent. Please request a quotation from the Shipping Agent for any requested shipments. Manager makes no guarantee that frozen semen will be available for transportation on any specific day.

   (b) Shipment Limits. Upon payment in full, 1 dose of frozen semen will be provided to Mare Owner. Additional doses may be purchased for **$500** each, plus applicable shipping fees.

   (c) Embryo Transfers. If more than 1 embryo is produced from Mare's breeding to Stallion and multiple embryos are transferred, Mare Owner shall notify Manager of same within 48 hours of the transfer of embryos. If embryo transfers result in multiple pregnancies, Mare Owner shall pay the sum of **$2,500.00** to Manager for each additional pregnancy prior to issuance of any breeder's certificates.

   (d) Breeding. Mare Owner is responsible for breeding Mare by artificial insemination and agrees to comply with all applicable rules and regulations concerning the use and handling of semen, and agrees that a licensed veterinarian will perform the insemination of Mare. **MANAGER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SEMEN, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.**

7. **Cooled, Transported Semen**. The following provisions shall apply if Mare Owner is to receive transported semen from Manager:
   (a) Reservations. Mares bred to Stallion at the Ranch have breeding priority over transported semen on any given breeding day. Manager makes no guarantee that semen will be available on any given day. Mare Owner is responsible for contacting Manager to determine Stallion's days of collection. Mare Owner is further responsible for requesting shipment of the semen before 5:00 p.m. CST on the business day proceeding Stallion's requested collection day. Mare Owner shall provide Manager with the address for shipment at the time of reservation. Manager must receive notice of cancellation of a shipment request by 8:00 a.m. CST on the requested day of shipment. If Mare Owner fails to cancel a requested shipment by that time, Manager may, in its sole discretion, charge Mare Owner a **$150.00** cancellation fee.
   (b) Shipment Limits. Manager reserves the right, in its sole discretion, to set a limit of 1 shipment of semen per mare per breeding cycle, and no more than 5 shipments of semen per mare per breeding season. Manager further reserves the right, in its sole discretion, to require Mare Owner to transport Mare to the Ranch to be bred to Stallion if more than 1 shipment of semen is requested.

   (c) Embryo Transfers. If more than 1 embryo is produced from Mare's breeding to Stallion and multiple embryos are transferred, Mare Owner shall notify Manager of same within 48 hours of the transfer of embryos. If embryo transfers result in multiple pregnancies, Mare Owner shall pay the sum of **$2500.00** to Manager for each additional pregnancy prior to issuance of any breeder's certificates.

   (d) Breeding. Mare Owner is responsible for breeding Mare by artificial insemination and agrees to comply with all applicable rules and regulations

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(e) Shipping. Shipping will be provided by Manager's shipping agent, Scottsdale Equine Reproduction Center. All shipping fees and expenses incurred are the Mare Owner's responsibility and paid directly to the Shipping Agent. Please request a quotation from the Shipping Agent for any requested shipments. Manager makes no guarantee that cooled semen will be available for transportation on any specific day.

8. **Limited Live Foal Guarantee**. Manager hereby provides Mare Owner with a limited guarantee that a single live foal will result from the breeding of Mare to Stallion. For purposes of this Section 8, "Live Foal" is defined as a newborn foal that stands alone and nurses from Mare within 24 hours of birth. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season upon compliance with the terms and conditions set forth herein. This Guarantee is void unless (a) Mare is pregnancy-checked and found to be in foal prior to foaling; and (b) Mare Owner notifies Manager within 7 days of foaling that Mare did not produce a live foal and provides a statement from a licensed veterinarian to that effect. Unless otherwise agreed in writing, this Guarantee shall also be void if Mare Owner sells Mare to a third-party prior to foaling. If the Mare miscarries, proves barren after being pregnancy-checked in foal, or fails to conceive during the normal breeding season, Mare Owner may rebreed Mare to Stallion in the immediately subsequent breeding season, so long as Mare Owner provides Manager with a statement from a licensed veterinarian to that effect. Any re-breeding of Mare to Stallion will be subject to payment of a **$500.00** rebreeding fee prior to commencement of the immediately subsequent breeding season. If Mare Owner fails to exercise the right to rebreed Mare in the immediately subsequent breeding season, Mare Owner's right to rebreed will be cancelled.

9. **Representations and Warranties**. Mare Owner makes the following representations and warranties to Manager, and warrants that same are true as of the Effective Date:

   (a) Ownership. Mare Owner represents that he/she/it owns the Mare or has the right to possession of the Mare.

   (b) Vaccinations. Mare Owner warrants that the Mare is free of all communicable diseases upon arrival at the Ranch. On or prior to arrival, Mare Owner shall provide a record of the Mare's current vaccinations and a negative Coggins test performed within 6 months prior to arrival. If Mare arrives without any of the required records, Manager may decline acceptance of Mare or provide the vaccinations and tests to Mare at Mare Owner's expense.

   (c) Inspection. Mare Owner represents that by executing this Agreement, he/she/it has inspected Manager's facilities in their entirety, including but not limited to Manager's stalls, breeding room, semen collection equipment and exercise areas, and is satisfied with same.

10. **No Representations as to Stallion Potential**. Manager makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.

11. **Death of Stallion**. Should Stallion die or become unfit for breeding for any reason, this Agreement shall be terminated, void and of no legal effect, and the Parties shall be relieved of any further obligation hereunder. Upon termination of this Agreement, except for those fees indicated as being non-refundable, all fees tendered by Mare Owner hereunder shall be refunded.

12. **Veterinary Power of Attorney**. Manager agrees to employ reasonable attempts to contact Mare Owner in the event of Mare or foal's medical emergency. If Manager is unable to contact Mare Owner, and if emergency care appears warranted, then Mare Owner agrees that Manager shall have the absolute discretion to order any routine or emergency veterinary and/or farrier care deemed reasonably necessary for the health and well-being of Mare or foal (including euthanasia if recommended by a veterinarian). Manager assumes that Mare Owner desires surgical care for Mare or foal, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless Manager is expressly instructed otherwise in writing by Mare Owner. Notwithstanding the foregoing, Manager shall not be liable to Mare Owner for any failure to obtain such care. Mare Owner shall be solely responsible for providing Mare's insurer with any notice of illness or injury that may be required by any policy of insurance covering Mare. If the veterinarian performing emergency care on Mare or the foal will not bill Mare Owner directly, Mare Owner agrees that all costs of such care secured shall be paid by Mare Owner to Manager within 15 days from the date Mare Owner receives notice thereof.

13. **Insurance**. It is Mare Owner's sole responsibility to insure the Mare. Mare Owner agrees to provide Manager with all insurance information and policies on the Mare. If Mare Owner elects not to insure the Mare, Mare Owner understands that Manager does not carry insurance on any horse not owned by Manager, that the Mare is not covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding, reproductive services, or for any other reason for which the Mare is in the possession of Manager, are to be borne solely by Mare Owner.

14. **Limitation of Liability and Indemnification**.

MARE OWNER AGREES TO HOLD HARMLESS AND RELEASE MANAGER AND ITS AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL LOSS, DAMAGE OR LEGAL LIABILITY ARISING FROM ANY FAULT OR NEGLIGENCE OF MANAGER AND/OR MANAGER'S AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES. MARE OWNER AGREES IT WILL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION AGAINST MANAGER AND/OR ITS AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES RELATED TO SAME. FURTHER, MANAGER SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY MARE WHILE IN MANAGER'S CUSTODY, NOR FOR ANY OTHER LOSS, DAMAGES OR INJURY ARISING OUT OF OR CONNECTED WITH BOARDING, REPRODUCTION, OR OTHER SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING ANY DISPUTE THAT MAY ARISE BETWEEN MARE OWNER AND STALLION OWNER. MANAGER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR DISABILITY WHICH MARE OWNER, AND ITS AGENTS, REPRESENTATIVES, FAMILY OR GUESTS MAY RECEIVE WHILE AT THE RANCH. MARE OWNER AGREES TO INDEMNIFY AND HOLD MANAGER HARMLESS FROM ANY CLAIM RELATED TO DAMAGES, ILLNESS OR INJURY WHATSOEVER CAUSED BY MARE, OR FROM ANY CLAIM BY MARE OWNER, OR ITS AGENTS, REPRESENTATIVES, FAMILY OR GUESTS ARISING FROM THEIR PRESENCE AT THE RANCH AND AGREES TO PAY ALL EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY MANAGER IN DEFENDING AGAINST ANY SUCH CLAIMS.

MARE OWNER ACKNOWLEDGES THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELFARE AND RELEASES MANAGER, AND ANY OTHER EQUINE OWNER OR AGENT, FROM LIABILITY UNLESS MANAGER, EQUINE OWNER OR AGENT IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS. MARE OWNER ALSO ACKNOWLEDGES THAT MARE

OWNER EXECUTES THIS AGREEMENT ON BEHALF OF MARE OWNER, AS WELL AS ALL OF MARE OWNER'S CHILDREN, FAMILY MEMBERS AND GUESTS.

15. **Status of Parties**. The relationship between the Parties shall be that of independent contractors. This Agreement shall not create any franchise, fiduciary, agency, partnership, joint venture, employment or special relationship between the Parties, except as expressly set forth herein.

16. **Breeder's Certificate**. Except as otherwise set forth herein, upon notification to Manager of the birth of the Mare's foal, a Breeder's Certificate will be issued to Mare Owner after all fees and expenses have been paid in full by Mare Owner to Manager.

17. **Merger, Entire Agreement and Severability**. This Agreement contains the entire understanding of the Parties concerning its subject matter and there are no oral or written promises or representations upon which Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by all Parties. Headings used herein are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

18. **Waiver**. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor delay by any Party in exercising a right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

19. **Applicable Law, Jurisdiction, Venue, Attorney's Fees, Limitations**. This Agreement shall be construed and governed by the laws of the State of Arizona and venue for all disputes shall be proper in Maricopa County, Arizona. In any dispute arising in any manner out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including pre-litigation investigation and preparation. Any action for claims brought against Manager related to this Agreement, or any loss due to negligence, must be brought within 1 year of the date such loss occurs.

20. **ARIZONA EQUINE LIABILITY STATUTE**.

    WARNING: UNDER ARIZONA LAW (ARS TITLE 12 SECTION 553), AN EQUINE OWNER OR AN AGENT OF AN EQUINE OWNER WHO REGARDLESS OF CONSIDERATION ALLOWS ANOTHER PERSON TO TAKE CONTROL OF AN EQUINE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF THE PERSON RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

21. **6 PANEL TESTING. Stallion is 5 panel N/N, IMM N/IMM (**Horse has one copy of the mutation associated with Immune-Mediated Myositis and is susceptible to developing the disorder. Horse has a chance of passing on the gene to any offspring.)

22. **Stallion is a cryptorchid.**

23. Stallion Report Inclusion Mare Breeding Dates and Semen Usage must be forwarded to stallion manager immediately upon utilization. Mare listing on the Stallion Report pertaining to the year of breeding must be submitted in writing to Rancho Oso Rio, LLC no later than September 1st of breeding year to avoid late penalties and registration restrictions. gambler@fappaniperformance.com

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

PURSUANT TO THE UNIFORM ELECTRONIC TRANSACTIONS ACT, THE PARTIES HERETO AGREE TO CONDUCT THE TRANSACTION SET FORTH BELOW BY ELECTRONICALLY TRANSMITTING AND RECEIVING DATA IN SUBSTITUTION FOR PAPER DOCUMENTS IN ACCORDANCE WITH THE PROVISIONS OF THIS STALLION SERVICES AGREEMENT.

_____	_____	_____	_____
Mare Owner Signature	Date	Stallion Owner Signature	Date

MANAGER SIGNATURE: FAPPANI PERFORMANCE HORSES, INC.

_____ _____

By: _____ Date

Mare Owner: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

PAYMENT:
Paid by check

Amount received _____ Check Number _____Date:_____

OR:

I hereby authorize Rancho Oso Rio, LLC. to charge the following Credit Card for breeding and or shipping charges:
Circle One: VISA MASTERCARD AMEX
Name as appears on card:_____

Card Number: _____-_____-_____-_____ EXP_____ CCV_____

Signature_____ date_____

Amount: $3,000.00 a 3.5% convenience fee will be added to payment.

PLEASE INCLUDE A COPY OF MARES REGISTRATION PAPERS

Rancho Oso Rio, LLC
15823 E Rio Verde Dr. Scottsdale, AZ 85262
gambler@fappaniperformance.com
(480) 766-6275

Shipped Semen Information

Before you call to order semen, all breeding fees must be paid in full. We require a credit card to be on file for each breeding to be charged for shipped semen expenses. For EACH domestic shipment there will be a shipping charge of **$375.00** to the mare owner and Counter to Counter air transport service **$500.00.** Please contact the breeding manager to discuss the best shipment options.

ALL REQUESTS FOR SEMEN MUST BE MADE BY 5:00PM (MST) THE DAY BEFORE A COLLECTION DAY.

Weekend and holidays included. Please remember that semen is based on availability. Semen may only be requested for regularly scheduled breeding days (Monday, Wednesday, and Friday) beginning January 1st ending June 30th Stallions will not be collected on a non – collection day.

CANCELLATIONS MUST BE MADE BE MADE NO LATER THAN 7AM (MST) ON COLLECTION DAY.

Stallion: All Bettss Are Off

Mare Name:_____

Mare Owner:_____

Phone Number:_____email:_____

Contact For Shipped Semen:_____

Contact Phone Number:_____email:_____

Address For Shipment:_____

City, State, Zip:_____

Preferred Airport:_____

Credit Card Information

I, _____, consent to this credit card information being stored for use during shipments in the breeding year 2027. Card information will be used only by Fappani Performance Horses Inc. and Scottsdale Equine Reproductive Center (SERC).

Cardholder Name:_____

Card Number:_____

Expiration Date:_____ 3-Digit Code: _____

Billing Address:_____

_____

When you are ready to place your semen order, please contact Leah at Scottsdale Equine Reproductive Center (SERC) at 480-273-7759.