



743 Witten Rd
 Pleasanton Texas 78064
 (830) 569-8913 – Office
 (830) 569-8912 – Fax
www.zerlottigenetics.com

2026 BREEDING CONTRACT

1. **PARTIES.** THIS AGREEMENT, effective _____, is entered into by and between Zerlotti Genetics Ltd. and:

Name (Hereinafter "Client"):	
Full Mailing Address: (Street, City, State, Zip)	
Phone Number:	Work Number:
Billing E-mail Address:	Other E-mail Address:

2. **MARE.** This Agreement relates to the following mare: _____:AI @ Zerlotti -or- _____: ICSI

Name of Mare (hereinafter "Horse")	Sire	Dam
Registration No	Date Foaled	Color

3. **OWNERSHIP.** Client (Mark One):

- Has full title and registration
- leases manages or has purchased the Horse on installment contract with final payment due _____.

If client is not owner, full title and registration are currently held by:

Name : _____ Phone: _____
 Address: _____

4. **BREEDING.** Client contracts to breed Mare to **TRES SEIS, AQHA# 3846889** (hereinafter "Stallion") during the 2026 breeding season which begins on February 04, 2026 terminates on June 12, 2026. The stallion will stand at Zerlotti Genetics Ltd. The stud fee is **\$12,000.00**. The **NON-REFUNDABLE** booking fee of \$1,000 is due at execution of this agreement. The remaining balance of \$11,000.00 is before December 31, 2025 or before any semen will authorized for use visa ICSI. **NO semen will be shipped under any circumstances without payment in full. NO EXCEPTIONS. We accept checks payable to: Zerlotti Genetics Ltd., cash, or AMEX, Visa, MasterCard, and Discover credit cards. (A 3.5% fee will apply for all payments made via credit card)** Client understands a \$40.00 Return Check Fee will apply on all returned checks.

5. **STALLION GUARANTEE AND PROMOTION.** Should said Stallion be unavailable for medical reasons including fertility, as substantiated by a veterinarian, or by death, the parties agree that the Client shall have the option of breeding the above said "MARE" with frozen semen that is stored at Zerlotti Genetics Ltd. Zerlotti Genetics Ltd. will at its' discretion choose whether the frozen semen is used via ICSI or artificial insemination. Client agrees that Zerlotti Genetics Ltd. may, at its discretion, show or promote Stallion during normal breeding season. **The \$1000 deposit is NON-REFUNDABLE, even if the contract is not used. There will be NO REFUNDS if the stallion should die or become unfit to breed, every contract will move to a frozen or ICSI contract. NO EXCEPTIONS!**

6. **LIVE FOAL GUARANTEE/REBREEDS.** Zerlotti Genetics Ltd. guarantees a return breeding the following season **ONLY**, should a Live Foal (defined as one who stands and nurses without assistance within 24 hours) not result from this breeding. Death of the foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by Zerlotti Genetics Ltd. within seven (7) days of live foaling date. A Rhinopneumonitis series must be completed for the Live Foal Guarantee to apply. Written documentation may be required in the event of an aborted or dead foal. If the mare proves not to be in foal as a result of artificial insemination on farm or if the foal does not stand and nurse, Zerlotti Genetics Ltd. has the option to **REBREED** the mare the following year **ONLY**. **If no attempt is made to breed above said mare, AND the contract set forth was not paid in full, parties agree that the contract is NULL IN VOID. No rebreeds will be granted NO EXCEPTIONS.**

7. **MULTIPLE EMBRYOS:** If more than one embryo is produced from a Stallion breeding under this agreement and if multiple embryos are transferred, then the Mare Owner must notify Zerlotti Genetics Ltd. within 48 hours of transfer. If embryo transfers or ICSI results in multiple pregnancies, then the Mare Owner must pay Zerlotti Genetics Ltd. an additional stud fee of **\$11,000.00** for each additional pregnancy transferred in 2026. If additional embryos are produced and frozen, then transferred in a later year, Mare Owner agrees that an additional stud fee will be due at 42 days of gestation and the price will be determined by that current year's stud fee. The Mare Owner acknowledges that only One (1) single foal may be registered as a result of the insemination of the Mare under this Agreement. Any additional embryos produced will be billed accordingly at the same contract price agreed upon in this agreement for the 2026 breeding season only.

8. **REPORTING & AUTHORIZATION REQUIREMENTS**

The Mare Owner is responsible for notifying Zerlotti Genetics Ltd. of all ICSI injection dates, embryo transfers, and pregnancy statuses of recipient mares resulting from embryos produced under this Agreement. Failure to provide such information in a timely manner shall subject the Mare Owner to a late reporting fee, which will become due in the year 2027. Further, any ICSI procedures performed without prior written authorization from Zerlotti Genetics Ltd., or without full payment of the applicable stud fee, shall result in an immediate penalty of One Thousand Dollars (\$1,000.00) per occurrence, in addition to any unpaid fees owed under this Agreement.

9. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART, ZERLOTTI GENETICS LTD. AND THEIR SUBSIDIARIES, AFFILIATES, BREEDING MANAGERS, AGENTS, AND EMPLOYEES SHALL NOT BE HELD LIABLE FOR ANY SICKNESS, DISEASE, INFECTION, ESTRAY, THEFT, DEATH OR INJURY SUFFERED, nor for any other loss, damages or injury arising out of or connected with breeding via artificial insemination or shipped semen whether it be cooled/fresh or frozen, or other services pursuant to the Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee paid for the service complained of. Zerlotti Genetics Ltd. shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while on Zerlotti Genetics Ltd. premises where horse is standing. Client agrees to indemnify and hold Zerlotti Genetics, Ltd. harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and from any claim by a buyer of the Horse, and Client agrees to pay all expenses and attorney's fees incurred by Zerlotti Genetics Ltd. or in defending any such claim.

10. **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Contract without the written consent of Zerlotti Genetics Ltd.

11. **ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION, AND ATTORNEY'S FEES.** This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This Contract shall be construed and governed by the laws of Texas. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Bexar County, Texas. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

12. **WARNING, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written:

Zerlotti Genetics Ltd. Signature	Owner Signature	Date
ZERLOTTI GENETICS LTD. (printed name)	Authorized Agent Signature	Date
Date	Owner / Authorized Agent (printed name)	

AMEX, DISCOVER, MASTERCARD, VISA, CHECK OR CASH ARE ACCEPTED FOR PAYMENT. A FEE OF \$40.00 WILL BE CHARGED FOR RETURNED CHECKS. (A 3.5% fee will apply for all payments made via credit card)

CREDIT CARD INFORMATION: Type of card: AMEX Discover Master Card Visa

Card Number: _____ Exp Date: ____/____ CVN: _____

Cardholder Name: _____

Billing Address (for CC Account): _____

Phone Number (for CC Account): _____

Email Address: _____