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**2026 ICSI BREEDING CONTRACT**

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

Name (Hereinafter "Client"):	
Address:	
Phone Number:	Work Number:
Billing E-mail Address:	Other E-mail Address:

2. **MARE.** This Agreement relates to the following mare:

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 **TRIPLE VODKA, AQHA# 5283748** (hereinafter "Stallion") during the 2026 breeding season. The stud fee is **\$2,000.00. THE NON-REFUNDABLE BOOKING FEE OF \$500.00 is due at execution of this breeding agreement and must be paid in full before approval of semen will be granted for ICSI use. The \$500 DEPOSIT IS NON-REFUNDABLE EVEN IF THE CONTRACT IS NOT USED. NO EXCEPTIONS!!** The remaining **\$1,500.00** is due when recipient mare successfully checks in foal at 42 days of gestation. **We accept checks payable to: Zerlotti Genetics Ltd., cash, or AMEX, Visa, MasterCard, and Discover credit cards.** Client understands a \$40.00 Return Check Fee will apply on all returned checks.

5. **LIVE FOAL GUARANTEE.** Zerlotti Genetics Ltd. guarantees a return breeding thru the **2028 Breeding Season**, 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 ten (10) 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.

6. **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 embryos transfers result in multiple pregnancies, then the Mare Owner must pay Zerlotti Genetics Ltd. an additional stud fee of **\$2,000.00** for each additional pregnancy. The Mare Owner acknowledges that only a single foal may be registered as a result of the insemination of the Mare under this Agreement regardless of the number of embryos or live foals might result from such insemination.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART, ZERLOTTI GENETICS LTD. AND THEIR SUBSIDIARIES, AFFILIATES, BREEDING MANAGERS, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE HELD LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY SUFFERED, nor for any other loss, damages or injury arising out of or connected with breeding, 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 Equine Reproduction, 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.

- 8. **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Contract without the written consent of Zerlotti Genetics Ltd. **CLIENT ALSO AGREES THAT CONTRACT IS NON- TRANSFERABLE AND NON-SELLABLE.**
- 9. **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.
- 10. **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 ACTIVITES.**

**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.**

**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:** \_\_\_\_\_