

Stallion Service Contract

2025 PL I Like Sparkler

Jamie Solberg

26663 Jet Road • Preston, MN 55965 • (507) 884-8556 • breeding@charliethereininghorse.com

I, _____ (Contract Purchaser/Mare Owner/Mare Lessee) hereby agree on the ____ day of _____, 2025, to contract with Jamie Solberg, as stallion owner, herein referred to as “Breeder,” to breed the mare _____, AQHA# _____ and/or APHA# _____, to the stallion PL I Like Sparkler, AQHA registration #6009751 for the fee of \$1,000 for the 2025 breeding season, which begins February 7, 2025 and ends June 30, 2025, subject to the following terms and conditions:

Fee Schedule:

\$ 300 Non-Refundable Booking Fee Payable to Stallion Owner: Jamie Solberg

\$ 700 Stallion Fee Payable to Stallion Owner: Jamie Solberg

Stallion Fee includes first Fed-Ex Domestic Priority Overnight Shipment or On-Site Pickup.

Additional Shipment Fees Payable to Stallion Owner: Jamie Solberg

\$ 325 Fed-Ex Domestic Priority Overnight Shipment

\$ 450 Counter-to-Counter Same Day Air Service

\$ 75 On-site Pickup

\$ 50 Failure to return shipping container within six days after receipt

1. **CONTRACT ACCEPTANCE.** The contract must be completed in full and returned to Jamie Solberg (Stallion Owner) prior to release of any semen. A minimum of the non-refundable booking fee of \$300 is due with submission to bind the contract. A copy of the mare’s registration papers (and lease document if applicable) is required with submission of the contract. This contract is between the contract purchases/mare owner/lessee and is **not transferable** to another party via sale of contract or sale of mare. The balance of the Stallion Fee is additional and due prior to the first cooled semen shipment.
2. **TERMS.** Stallion fee is for one live foal. Contract is valid for shipped semen only. Mare shall be in healthy and sound breeding condition.
3. **FOR COOLED SEMEN SHIPMENTS.**
 1. A cooled semen shipment includes the cost of the collection and evaluation of the semen. The Stallion Fee includes the first Fed-Ex domestic priority overnight shipment or on-site pickup. In addition to the agreed Booking Fee and Stallion Fee, the following charges and guidelines will apply:
 2. All shipping charges will be the responsibility of the mare owner/lessee. PL I Like Sparkler is cooled semen shipments only. On-site pickup will be \$75 per shipment. Fed-Ex Domestic Priority Overnight will be \$325 per shipment. Counter to counter same day air service is \$450 per shipment (which includes courier charge to the airport).

3. Stallions are collected on an every-other day basis. There are no exceptions. It will be the responsibility of the mare owner/lessee and his/her veterinarian to confirm breeding days. You must order semen by contacting Jamie Solberg by 5pm Central Time the day prior to the actual shipment at 507-884-8556. Shipment requests must be called or text in – no emails.
4. Shipping container must be returned to Jamie Solberg within six days of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a replacement fee of \$50.
5. Breeder only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Breeder does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the stallion. Mare owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other. Mares on premises have breeding priority on any given breeding day; therefore we make no guarantee cooled semen will be available for a specific day.
6. The above stated fees are subject to change at the discretion of Breeder.
7. This contract contains a Live Foal Guarantee for the initial contract year when the mare has been pregnancy checked and declared to be safe in foal by a veterinarian. A live foal is described as a newborn foal that stands and nurses without assistance. If the mare miscarries, aborts, or the foal is born dead, Mare Owner/Lessee agrees to furnish Breeder, within ten (10) days, a veterinarian's statement describing the occurrence, in such a case, return privileges will be available for the following year. If the Mare Owner/Lessee fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Breeder is released from all further obligation of the contract, unless otherwise agreed in writing and signed by all parties. Breeding fee(s) will not be refunded. Breeder does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait.
8. If the mare dies or becomes unfit to breed, the Mare Owner/Lessee may return during this season or the following season ONLY with a suitable mare approved by the Breeder. There are only return privileges if Breeder is provided with a licensed veterinarian statement confirming such condition.
9. Mare Owner/Lessee agrees to inform Breeder of the resulting pregnancy status in writing by July 1st of this contract breeding year. There will be a \$60 late fee per association report, should any breeding report need to be amended.
10. ICSI/Embryo Transfers: Mare Owner/Lessee agrees to notify Breeder that this is an embryo transfer/ICSI breeding. In the event of multiple embryos, Mare Owner/Lessee agrees to pay a stallion fee of **\$1,000** for each additional live foal. Additional Breeders Certificates will be issued upon receipt of necessary breeding fee(s).
11. Vitrified (Frozen) Embryos: Mare Owner/Lessee agrees to notify Breeder that the embryo(s) was vitrified within 48 hours of recovery.

12. A Breeder's Certificate will be issued for a foal when the Stallion Report is filed (after a veterinarian pronounces the mare safe in foal), and all expenses have been received by Breeder in full, and Breeder has been notified that a live foal has been produced.
13. Rebreds and donated breedings are subject to a \$300 booking fee.
14. There will be a 3.5% Credit Card Processing Fee added for any payments made via credit card.
15. There will be no exceptions to the terms of this contract and it is not transferable unless provided for in writing and signed by all parties.
16. The parties hereby specifically agree that this Agreement shall be construed, governed, and interpreted by and in accordance with the internal laws of the State of Minnesota. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Fillmore County, Minnesota as this agreement shall be performed in Fillmore County, Minnesota as the last act to make this a binding contract occurred in Fillmore County, Minnesota. Should any civil action be commenced between the parties concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court or competent jurisdiction. If any provisions of this Agreement shall be nevertheless continue in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intention of the parties.

WARNING, UNDER MINNESOTA LAW (MINNESOTA STATUTES § 604A.12) AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF ANY PARTICIPANTS IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

Mare Owner/Lessee Information

Owner name as shown on association records

Address (billing)

City/State/Zip

Phone

Email Address

Signature

Date

<p>Jamie Solberg (for office use only)</p> <p>Processed By: _____</p> <p>Date Processed: _____</p>
