

**Shamrock Farms LLC**  
Joe Reser  
6130 Bennett Lawson Rd  
Mansfield, TX 76063  
(574) 360-5649  
breeding.shamrockfarmsllc@gmail.com

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1) **Parties:** This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Shamrock Farms, LLC. and

\_\_\_\_\_  
Mare Owner Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Country/ City / State / Zip

\_\_\_\_\_  
Residence Phone / Business Phone / Cell Phone

\_\_\_\_\_  
Email Address

2) **Horse:** This contract relates to the mare described below

Registration # \_\_\_\_\_ Name of Mare: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Color: \_\_\_\_\_ Breed: \_\_\_\_\_

3) **Ownership:** Client (Mark One)

( ) has full title & registration ( ) leases ( ) has purchased the Horse on installment contract and full title and registration are currently held by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address / City / State / Zip

4) **Breeding:** Client contracts to breed this mare to \_\_\_\_\_, AHA Registration # \_\_\_\_\_ during the 2024 breeding season which terminates June 30, 2024. The Stallion will stand at Shamrock Farms, LLC. The stud fee is \$1500.00 (Multiple Mare discount is applied. If more than one mare is not purchased the stud fee will be \$2000.00).

5) **Designated Breeding Season:** Breeding season Begins February 1 and concludes June 30<sup>th</sup>. Extensions to the season dates are not guaranteed but will be considered on a case by case basis. The Stallion Owner reserves the right to exhibit Stallion at certain horse shows during breeding season. Fresh Semen will not be available at these times. The Stallion's show schedule is available by calling Shamrock Farms at 574-527-7090.

**6) Collection Schedule:** Stallion collection/ shipping days are Monday, Wednesday, and Friday. Orders for shipments are filled on a first come, first served basis. Orders must be placed by 6:00pm CST the day prior to the necessary collection day. Orders can be confirmed and/ or cancelled by 9:00 am CST the day of collection.

**7) Seasonal Limitations:** A mare owner may not receive more than three (3) semen shipments during a regular breeding season per mare. With proper notice, another mare may be substituted.

**8) Live Foal Guarantee:** Shamrock Farms, LLC guarantees a return breeding the following season should a Live Foal (defined as a foal who stands and nurses without assistance) not result from the breeding. Death of a foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by Shamrock Farms, LLC. within ten (10) days of the foaling date in order to qualify for the re-breeding rights. A Rhinopneumonitis vaccination series must be given at 5, 7 and 9 months of pregnancy for the Live Foal guarantee to apply. Written documentation may be required in the event of an aborted or dead foal. The re-breeding in this circumstance shall be made available at no additional stud fee, but all other customary fees will apply.

**9) Stallion Guarantee and Transfers:** This breeding is not transferable to another person. Should the mare described herein die before or after breeding or becomes unfit for breeding the owner may substitute another mare, subject to approval by Shamrock Farms, LLC. Should said Stallion be unavailable for medical reasons including infertility, as substantiated by a veterinarian or by death, the Client shall be refunded, the Stud fee except the \$500.00 Booking Fee and fees paid.

**10) Limitation of Liability and Indemnification:** Regardless of any negligence on its or their part, Shamrock Farms, LLC and their subsidiaries, affiliates, breeding manager, 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 by law. In no event shall Client's remedy exceed the amount of the fee complained of. Shamrock Farms, LLC 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 Shamrock Farms, LLC premises where horse is standing. Client agrees to indemnify and hold Shamrock Farms, LLC where the Stallion is standing 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 Shamrock Farms, LLC where the Stallion is standing in defending any such claim.

**11) Nonassignability:** Client may not assign any rights or delegate any duties under the contract without written consent of Shamrock Farms, LLC.

**12) Re-Breeding:** Mares not checked in foal in a given year may be re-bred in the next consecutive year. If no attempt is made to re-breed the mare in the following consecutive year, Shamrock Farms, LLC may, at their sole discretion, terminate the Breeding Contract or require substitution of the mare.

**13) 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 terms or provisions shall not affect the validity or the unenforceability 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 St. Tarrant 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.

Client has read, understands, and agrees to all items and conditions of this agreement.

Client:\_\_\_\_\_ Date:\_\_\_\_\_