



**THE LOPIN MACHINE
2023 ICSI CONTRACT**

THIS AGREEMENT, made on the date last shown below by and between MASTERTSON FARMS, LLC ("STALLION OWNER") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER"):

1. **BREEDING:** The MARE OWNER hereby engages one service to The Lopin Machine (the "Stallion") for the following Mare for the 2023 breeding season by intracytoplasmic sperm injection ("ICSI") at Equi-Embryo or another ICSI facility acceptable to STALLION OWNER (the "Facility") pursuant to an ICSI agreement by and between and the MARE OWNER in the form attached.

NAME OF MARE, REGISTRATION NUMBER, AND BREED (the "Mare")

2. **BREEDING FEE AND BOOKING FEE:** The Breeding Fee shall be \$3,500, which includes a nonrefundable booking fee of \$750, payable with this Agreement. After payment of the booking fee and upon the successful obtaining of an embryo by the facility, the balance of the breeding fee of \$2,750 shall be paid together with any other fees due and then shipment of the embryo shall take place. The MARE OWNER shall be responsible for obtaining and furnishing the oocyte to the facility and for all expenses of oocyte retrieval ICSI procedure including but not limited to shipping, embryo transfer, recipient mares and embryos.

3. **LIVE FOAL PROVISION:** The MARE OWNER will be entitled to a return ICSI breeding for the following year only in the absence of a "live foal" (meaning a foal which stands, nurses, and lives for 24 hours) upon proper notification and the payment of a rebreed fee of \$750 and attendant expenses. Proper notification shall be a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THIS PROVISION. This provision shall be void if the Mare is sold prior to foaling or upon the failure of MARE OWNER to comply with the instructions provided in this Agreement. This provision is contingent upon frozen semen being available at that time.

4. **MULTIPLE EMBRYOS:** The payments provided in paragraph 2 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee of \$3,500 for each additional embryo or resulting foal which shall be payable upon a positive 30 day pregnancy check. No breeding certificate for any foal shall issue without such additional payment.

5. **FROZEN EMBRYOS:** If the MARE OWNER decides to freeze embryos, they may only be transferred in the following two years and no more than three foals may be registered in any one year.

6. **BREEDERS CERTIFICATES:** Upon notification of birth of a live foal, full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue or release online a breeder's certificate to the MARE OWNER.

7. **WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**

8. **AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Tennessee; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9. **BINDING EFFECT:** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with any required attachments, a copy of MARE OWNER's agreement with Equi-Embryo, a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and b) STALLION OWNER accepts and so notifies MARE OWNER.

Signature of MARE OWNER ("MARE OWNER")

Accepted this _ day of _____, 2022

Printed Name of MARE OWNER, Lessee, or Agent

By: _____
MASTERTSON FARMS, LLC ("STALLION OWNER")