

2026–27

Tom McCutcheon Reining Horses
Australian Stallion Service Contract

(Frozen Semen Export — International / Australia)



3732 Shepard Rd. Aubrey, TX 76227 Phone: 940-453-0003 Fax: 940-381-0310 mccutcheonbreeding@gmail.com

I, _____, ("Mare Owner"), of Australia, hereby agree on the ____ day of _____, 202____, to contract with Tom McCutcheon Reining Horses ("TMRH") to breed the mare _____, Australian Registration # _____ to the stallion **Smoking Trash**, Australian Registration # 101492, standing at TMRH's facility in Aubrey, Texas, USA, for the fee of \$2,500 USD plus a \$250 frozen semen fee (\$2,750 USD total) for the 2026–27 Australian breeding season (September 1, 2026 – February 28, 2027), subject to the following terms and conditions:

1. This contract must be returned with a non-refundable Booking Fee (\$500). The Deferred Payment Program available to U.S. domestic Mare Owners is not available for Australian/international contracts. Stallion Fee is for one live foal. The balance of the Stallion Fee (\$2,000), plus the \$250 frozen semen fee (see Item 5.j), is due in full — \$2,250 total — before the first frozen semen shipment. If Mare Owner has an outstanding balance from any previous year, no semen will be shipped until that balance has been paid in full.
2. Mare Owner must provide a photocopy of the mare's registration papers and a valid credit card on file regardless of payment method.
3. All other expenses are due according to the schedules below.
4. Mare shall be in healthy and sound breeding condition. Mare Owner is responsible for satisfying any breed registry requirements and any Australian import, biosecurity, or quarantine requirements applicable to the insemination and resulting foal.

5. Frozen Semen Shipment & Australian Import:

- a. This agreement is for release of two breeding doses (8 straws per dose; 16 straws total) of frozen semen, included in the Stallion Fee.
- b. Semen will be shipped from TMRH's U.S. storage facility (Select Breeders Southwest) to TMRH's Australian storage and import facility, Gene Movers Pty Ltd, PO Box 782, 8 Station Street, Bacchus Marsh, VIC 3340, Australia (Ph: +61 3 5367 1395, Fax: +61 3 5367 5656), for quarantine clearance and release to Mare Owner.
- c. TMRH's Australian agent, Chris Gould of FHT Equine, facilitates the release of frozen semen to Mare Owner following quarantine clearance. Contact: FHTequine.com — Chris Gould, Ph (Australia): 0402 581 423, Ph (International): +61 402 581 423, Email: fht.bookings@gmail.com.
- d. Mare Owner is solely responsible for obtaining any Australian government import permit and biosecurity/quarantine clearance required before release of semen, and for all quarantine, storage, and release fees charged by Gene Movers Pty Ltd and/or FHT Equine.
- e. TMRH guarantees semen will be viable when it leaves TMRH's U.S. facility. Once shipped, TMRH is not responsible for any loss of quality, contamination, customs delays, quarantine hold-ups, or failure to achieve pregnancy.
- f. Semen provided under this contract may only be used to breed the mare named in this agreement. Any unused Frozen Semen remains the property of TMRH, agent. Any unauthorized use of semen may result in penalties. No breeding shall take place with Frozen Semen without signed contracts and payment in full for a breeding fee to Smoking Trash. Unused Frozen Semen must be reported and returned to Gene Movers Pty Ltd, or otherwise disposed of at TMRH's direction.

- g. Insemination Reports: Mare Owner must submit an Insemination Report to TMRH (breeding dates and straws used) within 30 days of each insemination, regardless of pregnancy result. Failure to report will result in the mare not being listed on the stallion breeding report and the resulting foal not being registrable; a \$100 late fee will apply and must be paid before a Breeder's Certificate is released.
 - h. Should Mare Owner wish to keep unused frozen semen in storage, a report of straws on hand and their location must be submitted to TMRH for approval.
 - i. All fees under this contract are payable in USD.
 - j. A \$250 frozen semen fee is added to the Stallion Fee for a total Stallion Fee of \$2,750 USD, due as set out in Item 1.
 - k. This contract includes two (2) breeding doses. Should Mare Owner require additional frozen semen doses beyond the two included with this contract, additional doses may be purchased for \$250 USD, subject to availability.
- 6. Live Foal Guarantee:** Mare Owner is guaranteed one live foal (a newborn foal that stands and nurses without assistance within twenty-four (24) hours) resulting from breeding during the applicable contract year, once the mare has been pregnancy-checked and declared safe in foal by a licensed veterinarian. If the mare miscarries, aborts, or the foal is born dead or non-viable, Mare Owner must furnish TMRH, within ten (10) days, a licensed veterinarian's statement describing the occurrence. Return/rebreed privileges will then be available for the following contract year only, subject to a \$500 rebreed fee plus the cost and shipping of additional frozen semen. If Mare Owner fails to return the mare the following year, all fees paid are forfeited and TMRH is released from further obligation. TMRH, Gene Movers Pty Ltd, and their respective employees and agents are not liable for the loss of any pregnancy, whether slipped or non-viable, or for any injury, sickness, or death to the mare or foal. Breeding fees are non-refundable. TMRH makes no warranty or representation as to the quality, conformation, merchantability, or fitness of any resulting foal, or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait.
- 7. Stallion/Mare Substitution:** If the stallion dies or becomes unfit for service, or the mare dies, during the breeding season, Mare Owner may — as agreed by both parties — substitute another mare or use remaining frozen semen to fulfill the contract. No refund of the Stallion Fee or any other fees paid will be issued under this provision. Upon resolution under this provision, the parties are released from any further rights, obligations, or liabilities under this agreement.
- 8. ICSI/Embryo Transfers:** Mare Owner must notify TMRH that this is an embryo transfer/ICSI breeding. In the event of multiple embryos, Mare Owner agrees to pay an additional Stallion Fee of \$2,500 for each additional live foal, due when that foal stands and nurses within 24 hours. If any embryo is sold, the Live Foal Guarantee is void as to that embryo; TMRH strongly recommends Mare Owner obtain embryo insurance, as there is no live foal guarantee on vitrified (frozen) embryos. Mare Owner must notify TMRH if any embryo was vitrified within 48 hours of recovery and is responsible for ensuring any required frozen embryo import/export permits are submitted to the relevant registries with correct information.
- 9. Breeder's Certificate:** Issued only after the Stallion Report has been filed (following veterinary confirmation the mare is safe in foal), all expenses owed to TMRH and Gene Movers Pty Ltd have been paid in full, and TMRH has been notified that a live foal has been produced.
- 10.** Mare Owner agrees to report the mare's pregnancy status to TMRH in writing by March 1, 2027 (following the close of the 2026–27 breeding season). A \$100 late fee applies per association report that must be amended due to late reporting.
- 11.** Rebreds and donated breedings are subject to a \$500 booking fee.
- 12.** There will be a 3% Credit Card Processing Fee added for any payments made via credit card.

- 13. Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this Agreement shall first be submitted to mandatory mediation with a mediator selected by agreement of the parties. If the parties cannot agree on a mediator, or mediation does not successfully resolve the dispute, the dispute shall be resolved, at the request of either party, through binding arbitration conducted in Denton County, Texas, in accordance with the then-existing rules of the American Arbitration Association. Judgment on any award may be entered by any state or federal court having jurisdiction. If a party fails to participate in mediation, that party shall bear the cost of mediation, which shall be treated as liquidated damages in any subsequent action, without regard to which party ultimately prevails. This agreement to arbitrate is irrevocable.
- 14. Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, USA. Venue for any action shall be Denton County, Texas, as this Agreement is performed there. The prevailing party in any action or arbitration shall be entitled to reasonable attorney's fees and costs. If any provision of this Agreement is held invalid, unenforceable, or void, the remaining provisions shall continue in full force and effect, and the parties agree to substitute, to the extent possible, a provision that carries out their original intent.
- 15. Entire Agreement:** This contract, when signed by Mare Owner and TMRH and accompanied by payment of the Stallion Fee and Booking Fee, constitutes the entire and binding agreement between the parties concerning the breeding of the Mare to the Stallion.
- 16. Counterparts and Facsimiles:** This contract may be executed in any number of counterparts, including by facsimile or electronic signature, which together shall be considered a single contract.
- 17.** There will be no exceptions to the terms of this contract, and it is not transferable, unless agreed to in writing and signed by all parties.
- 18.** The above stated fees are subject to change at the discretion of Tom McCutcheon Reining Horses.

WARNING, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) 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 Information (please print clearly)

(owners name as shown on association records)

Address (billing)

City/State/Zip

Phone

Email Address (for billing purposes)

Signature

Date

Tom McCutcheon Reining Horses (for office use only)

Processed By: _____

Date Processed: _____

Tom McCutcheon Reining Horses

3732 Shepard Rd. Aubrey, TX 76227 Call/Text: 940-453-0003 Fax: 940-381-0310 mcutcheonbreeding@gmail.com

Credit Card Authorization Form — Australia / International

Please return this form with the breeding contract

Mare Name

Stallion

Credit Card Type: ☐ VISA ☐ MC ☐ AMEX ☐ DISC

Credit Card #

Exp. Date / Security Code

Name on Credit Card

Billing Address

City/State/Postcode/Country

Signature / Date

By providing the above credit card information, Mare Owner authorizes Tom McCutcheon Reining Horses to run the card for the balance of all fees owed, plus any applicable 3% Credit Card Processing Fee, prior to shipment of any semen. All charges are in USD.

Australian Storage / Quarantine Facility: Gene Movers Pty Ltd, PO Box 782, 8 Station Street, Bacchus Marsh, VIC 3340, Australia. Ph: +61 3 5367 1395 Fax: +61 3 5367 5656 +61 402 581 423 Email: fht.bookings@gmail.com