

REPRODUCTIVE SERVICES AGREEMENT

This **REPRODUCTIVE SERVICES AGREEMENT** (herein referred to as the "Agreement"), is entered into this ____ day of _____, 20____, by and between **XCS RANCH, LLC**, a Texas limited liability company (herein referred to as "XCS Ranch"), and _____ (herein referred to as "Mare Owner"). XCS Ranch agrees to provide onsite reproductive services for the Mare (herein so called) identified as follows:

Registered Name: _____

Registration Number: _____

Date of Birth: _____

It is the sole responsibility of Mare Owner to secure breeding and complete requirements of Stallion Facility as well as ICSI and/or Recipient Facility:

Stallion: _____ Carry: _____ Embryo Transfer: _____ ICSI: _____
Recipient Facility: _____ ICSI Facility: _____

Stallion: _____ Carry: _____ Embryo Transfer: _____ ICSI: _____
Recipient Facility: _____ ICSI Facility: _____

Stallion: _____ Carry: _____ Embryo Transfer: _____ ICSI: _____
Recipient Facility: _____ ICSI Facility: _____

AGREEMENT:

1. RANCH OPERATIONS. XCS Ranch is the operator of that certain ranch (herein referred to as the "Ranch Property") located near Gordonville, Texas, owned by CS TEXAS LIMITED, a British Virgin Islands company (herein referred to as "CS Texas Limited"). XCS Ranch has the right and authority to conduct all ranching operations and the reproductive services on the Ranch Property.

2. AUTHORITY. The person signing this Agreement on behalf of Mare Owner represents and warrants to XCS Ranch that he/she is the true and lawful owner of the Mare or, if not the owner, has the actual authority to act as Mare Owner's agent for purposes of entering into this Agreement, and to make any and all decisions regarding the animal and its veterinary care. The signatory shall be fully responsible for all charges incurred under this Agreement and shall indemnify, defend and hold harmless XCS Ranch, CS Texas Limited, and their respective shareholders, directors, members, managers, agents, employees, officers, affiliates and/or contractors (herein collectively referred to as the "Released Parties" or individually as a "Released Party") from any and all claims, of every kind and nature, arising as a result of or in connection with this Agreement (including any claim that such person lacked the right or authority to execute this Agreement on behalf of the true owner).

3. **ROUTINE PREVENTATIVE MEDICINE.** Mare Owner acknowledges and agrees that during the period that the Mare is in the possession of XCS Ranch, good equine practice may suggest and/or require the Mare to be vaccinated, dewormed, feet/hooves trimmed or shod or have dental work completed. Accordingly, during the term of this Agreement, the Mare Owner hereby grants to XCS Ranch the right and authority, based upon independent judgment, to administer routine preventative medicine and to have the Mare's hooves trimmed or shod at any time by a farrier or farrier service selected by XCS Ranch, excluding recipient mares. The Mare Owner shall pay XCS Ranch for the cost thereof upon invoice pursuant to contractual terms set forth by XCS Ranch, with interest of 18% per annum if Mare Owner fails to make payment within thirty (30) days of the date of such invoice.

4. **RELEASE AND INDEMNIFICATION.** Mare Owner hereby releases and shall indemnify, defend and hold the Released Parties harmless from any claim, demand, or loss arising from any disease, injury, or death to the Mare and/or in utero foal and/or foal arising out of any undertaking by XCS Ranch under the terms of this Agreement. Further, the Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless the Released Parties from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the Mare Owner, or of any person while the Mare is under the Mare Owner's possession or control), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery, and pickup by XCS Ranch), condition, or storage of the Mare, irrespective of the legal theory upon which any such claim or suit may be based. The indemnifications provided herein shall extend to the successors and assigns of the Released Parties.

TEXAS EQUINE LIABILITY STATUTE

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 ACTIVITIES.

5. **VETERINARY FEES.** Mare Owner agrees to pay all veterinary fees associated with routine care of the Mare and/or foal and the preparation (e.g., Coggins Test, health certificate, etc.) for departure from facility.

6. **DEPARTURE.** Mare Owner agrees to pay all charges in full before removing the Mare and/or foal from the possession of XCS Ranch. At least one-week notice must be given prior to departure of the Mare and/or foal to allow preparation for departure. Mare Owner is required to make transportation arrangements between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless previous arrangements have been made in advance. An after-hours service fee of **\$250.00 per hour** will be applied for any and all after-hours transportation arrangements or delays in scheduled pickup time. The Mare and/or foal will not be released if insufficient notice is given, or the bill is not paid in full prior to departure. A check paying the full balance owed or credit card on file for processing is required.

7. **BILLING.** All invoice balances are payable within thirty (30) days after date of monthly or final invoice while the Mare and/or foal are onsite. AFTER THIRTY (30) DAYS FROM BILLING DATE, AN INTEREST RATE OF EIGHTEEN PERCENT (18%) PER ANNUM ON THE OUTSTANDING BALANCE WILL BE ASSESSED. XCS Ranch reserves the right to refuse or suspend service when any of the Mare Owner's accounts with XCS Ranch are past due. The Mare Owner agrees to pay all costs and reasonable attorney fees incurred by XCS Ranch in attempting to collect any outstanding balances. The Mare Owner acknowledges lien rights of XCS Ranch pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to XCS Ranch for purposes of securing payment on Mare Owner's account(s).

8. **INSURANCE.** Mare Owner is responsible for obtaining and paying for any insurance desired on the Mare and/or foal. XCS Ranch does not provide insurance.

9. **PARENTAGE TESTING; REGISTRY DOCUMENTS; GENETIC DEFECT OR MUTATION.** Mare Owner, at its sole cost and expense, is responsible for parentage testing of any foal. Mare Owner is responsible for ALL Registry Documents required of Mare including but not limited to embryo transfer enrollment, parentage testing, genetic disease testing, lease authorizations. Mare Owner is responsible for assessing the genetic characteristics of the mare and stallion. Mare Owner assumes all responsibility for any genetic defect or mutation that arises from Mare Owner's choice of stallion.

10. **BREED REGISTRY RULES.** Mare Owner is responsible for all Breed Registry rules and regulations including, but not limited to, brand inspections required by law. Mare Owner shall promptly furnish proof of ownership, breed registry, and brand inspection upon request by XCS Ranch.

11. **TRANSFER FOR MEDICAL CARE/TREATMENT.** If at any time XCS Ranch determines, in its sole judgment and discretion, that the Mare and/or foal needs to be transferred to a veterinary clinic for medical or surgical treatment, the Mare Owner is responsible for all charges incurred. Should an emergency situation arise with Mare and/or foal, XCS Ranch retains the discretion to transfer to the veterinary clinic for immediate care without first attaining approval of Mare Owner. The veterinary clinic attending the case will bill all charges separately by the attending veterinarian and must be paid in full before the animal can be returned to XCS Ranch. XCS Ranch will make reasonable efforts to contact Mare Owner or authorized emergency contact in the event that such transfer is required; however, if Mare Owner cannot be immediately reached, Mare Owner hereby authorizes XCS Ranch to initiate such transfer, care, and treatment.

12. **NO ASSIGNMENT.** This Agreement is non-transferrable and may not be assigned by the Mare Owner. If the Mare and/or foal is sold or leased, or upon death of the Mare, all unpaid fees become immediately due and payable, and no refunds will be made.

13. **TERMINATION OF SERVICES.** XCS Ranch reserves the right to terminate or discontinue service at its discretion and to terminate this Agreement upon five (5) days' advance written notice to Mare Owner.

14. **GOVERNING LAW.** XCS Ranch and Mare Owner agree to comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders. This Agreement shall be governed by the laws of the State of Texas, and any legal action concerning the provisions hereof shall be brought in the District Court of Grayson County, Texas.

15. **TRANSFER AUTHORIZATION.** If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Agreement, Mare Owner hereby authorizes and appoints XCS Ranch to execute and required documents on Mare Owner's behalf.

16. **DEFAULT AND REMEDIES.** Mare Owner will be considered in default of its obligations under this Agreement if the Mare Owner fails to remit any payment within thirty (30) days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after XCS Ranch gives Mare Owner written notice thereof. In the event of default by Mare Owner, XCS Ranch may terminate this Agreement as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Agreement shall be the County of Grayson, State of Texas.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or contracts of the parties, whether oral or written, concerning the subject matter of this Agreement. Signed documents, including this Agreement, returned to XCS Ranch by facsimile or through electronic mail shall be sufficient to bind the parties and give full force and effect to this Agreement.

18. **FOALING SERVICES (ONSITE).** Mare Owner, electing to have XCS Ranch provide foaling services, agrees to all associated procedures incurred while under the guidance of XCS Ranch to the Mare and/or foal. Foals born onsite at the Property under XCS Ranch supervision will be administered a mandatory IV polyvalent plasma. This plasma administration is aimed at the prevention of Rhodococcus pneumonia as well as other common pathogens. .

19. **FOALING SERVICES (OFFSITE).** Mare Owners electing to bring foals born offsite of the Property agree to provide veterinary proof of IV polyvalent plasma administration. The plasma must contain a reasonable portion of Rhodococcus antibodies within 48 hours of birth of foal to be allowed on the Property. XCS Ranch reserves the right to refuse service to Mare Owner for failure to provide required documentation.

20. **PNEUMONIA SCREENING AND OTHER ILLNESS.** Mare Owners agree to foals incurring Pneumonia screening by method of thoracic ultrasound, trachea washes for culture sensitivity diagnostics of antibiotic administration, full lab analysis by means of blood sampling to include but not be limited to CBC, Fibrinogen, S.A.A., Full Chemistry, should XCS Ranch deem the foal at risk of Rhodococcus or Streptococcus zooepidemicusPneumonia, or other respiratory illnesses. XCS Ranch maintains the right at its sole discretion and judgment to assign the foal to a veterinarian for immediate care and treatment in emergency situations or any life-threatening

condition. Mare Owner agrees to pay associated costs of such procedures and treatments in full to XCS Ranch and attending veterinarian clinic.

21. RIGHT TO DENY SERVICES. XCS Ranch reserves the right to deny services to Mare Owner's Mare if she is deemed unhealthy, unfit to breed, unsound, or underweight. Mare Owner agrees to provide XCS Ranch with a Mare and/or foal that are healthy, mentally sound, and of no inherent risk or danger to other horses or people.

[Signature of parties on following page.]

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize XCS Ranch to act as temporary agent on my behalf pursuant to applicable paragraphs above should the Mare and/or foal require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the veterinarian clinic or facility to XCS Ranch.

EXECUTED this _____ day of _____, 20____.

MARE OWNER:

Signature of Mare Owner/Agent

Printed Name

Address: _____

Email: _____
Phone: _____

XCS RANCH:

XCS RANCH, LLC,
a Texas limited liability company

By: _____
Printed Name: _____
Title: _____

2023-24 BOARD RATES

Stall w/individual daily turn out \$32.00/day (upon availability)

Pasture Mares \$16.00/day

Paddock Mares \$18.00/day

Light Barn Mares \$25.00/day

Foaling Barn Mares. \$25.00/day

Wet Mare Pasture Additional \$2/day pasture or \$5/day stall

ATTENDING VETERINARIANS

Performance Equine Associates

SERVICES PROVIDED

On-site Foaling Services-The foaling charge is \$500 and a \$120 FoAlert charge.

Mare Management: AI, Embryo Transfer, I.C.S.I.

LIMITATION OF LIABILITY AND INDEMNIFICATION

MARE OWNER AGREES TO HOLD HARMLESS AND RELEASE THE RELEASED PARTIES (AS DEFINED IN THIS AGREEMENT), FROM ANY AND ALL LOSS, DAMAGE OR LEGAL LIABILITY ARISING FROM ANY FAULT OR NEGLIGENCE OF XCS RANCH AND/OR XCS RANCH'S AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES. MARE OWNER AGREES IT WILL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION AGAINST THE RELEASED PARTIES RELATED TO SAME. FURTHER, NEITHER XCS RANCH NOR CS TEXAS LIMITED SHALL BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY MARE AND/OR THE IN UTERO FOAL AND/OR THE RESULTING FOAL WHILE IN XCS RANCH'S CUSTODY, NOR FOR ANY OTHER LOSS, DAMAGES OR INJURY ARISING OUT OF OR CONNECTED WITH BOARDING, REPRODUCTION, OR OTHER SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING ANY DISPUTE THAT MAY ARISE BETWEEN MARE OWNER AND STALLION OWNER. XCS RANCH SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR DISABILITY WHICH MARE OWNER, AND ITS AGENTS, REPRESENTATIVES, FAMILY OR GUESTS MAY RECEIVE WHILE ON THE PROPERTY. MARE OWNER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY CLAIM RELATED TO DAMAGES, ILLNESS OR INJURY WHATSOEVER CAUSED BY MARE, OR FROM ANY CLAIM BY MARE OWNER, OR ITS AGENTS, REPRESENTATIVES, FAMILY OR GUESTS ARISING FROM THEIR PRESENCE ON THE PROPERTY AND AGREES TO PAY ALL EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY XCS RANCH IN DEFENDING AGAINST ANY SUCH CLAIMS.

MARE OWNER ACKNOWLEDGES THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELFARE AND RELEASES THE RELEASED PARTIES, AND ANY OTHER EQUINE OWNER OR AGENT, FROM LIABILITY UNLESS XCS RANCH, EQUINE OWNER OR AGENT IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS. MARE OWNER ALSO ACKNOWLEDGES THAT MARE OWNER EXECUTES THIS AGREEMENT ON BEHALF OF MARE OWNER, AS WELL AS ALL OF MARE OWNER'S CHILDREN, FAMILY MEMBERS AND GUESTS.

I Acknowledge and Agree to the above terms and conditions.

Signature of Mare Owner/Agent

Date