



2026 ITS A SOUTHERN THING ICSI AGREEMENT

THIS GUMZ FARMS, LLC 2026 ITS A SOUTHERN THING ICSI AGREEMENT (“ICSI Agreement”), made on the date last shown below by and between Gumz Farms (“Gumz Farms”) and the undersigned Mare Owner/Lessee/Agent (collectively “Mare Owner”) of the Mare (“Mare”) described below:

1. **BREEDING:** Mare Owner hereby engages one service for the 2010 AQHA Stallion, ITS A SOUTHERN THING (“Stallion”) AQHA# 5307848 for the following Mare for the 2026 breeding season by intracytoplasmic sperm injection (“ICSI”) at _____ ICSI laboratory.

Mare: _____ Reg#: _____ Breed: _____

2. **BREEDING FEE AND BOOKING FEE:** The ICSI Breeding Fee in 2026 shall be \$3,000.00 (“Breeding Fee”) which includes a \$500.00 non-refundable booking fee (“Booking Fee”). The Booking Fee must be paid with the submission of this ICSI Agreement to Gumz Farms. Upon ordering semen, the balance of the Breeding Fee must be paid. ALL ADDITIONAL EMBRYOS retrieved require an additional Breeding Fee per embryo and must be paid during the breeding season in which they are used. All future rates shall be charged at the current year’s breeding fee for any Cryopreserved/Vitrified (frozen) embryo(s) which were transferred into a recipient mare. Mare Owner shall be solely responsible for all expenses of oocyte retrieval, ICSI procedure, including, but not limited to shipping, embryo transfer, recipient(s), and embryos.

3. **NOTIFICATION REQUIREMENT:** --- Mare Owner to initial EACH line below acknowledging acceptance of these terms:

_____ 1) Gumz Farms MUST be notified of total number of embryos produced from the ICSI procedure AND the total number of embryos transferred into recipient mares from the ICSI procedure.

_____ 2) Gumz Farms MUST be notified total number of embryos Cryopreserved/Vitrified (frozen) within fourteen (14) days after the ICSI procedure is performed.

_____ 3) Gumz Farms MUST be notified when a Cryopreserved/Vitrified (frozen) embryo is transferred into a recipient mare.

_____ 4) Gumz Farms MUST be notified of ALL 30-day positive pregnancy checks that are achieved.

_____ 5) Gumz Farms MUST be notified BEFORE a recipient mare departs the facility.

_____ 6) Mare Owner agrees to have the credit card charged immediately for ALL 30-day positive pregnancy checks that are achieved from this ICSI contract.

_____ 7) It is Mare Owner’s responsibility to notify Gumz Farms by August 1st of any and all breeding dates for any recipient mare in foal in order to be put on the Stallion Breeding Report.

_____ 8) Any deviation from any of the terms described may result in an unregistrable foal.

4. **MULTIPLE EMBRYOS:** Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional Breeding Fee of \$3,000.00 for each additional embryo or resulting foal at ANY 30-day positive pregnancy check. Failure to notify Gumz Farms of ALL 30-day positive pregnancy checks may result in a late fee of \$1,000.00 per embryo in order to obtain a Breeding Certificate. No Breeding Certificate for any foal shall be issued without such additional payment. Cryopreserved/Vitrified (frozen) embryos will be charged for the current year’s Breeding Fee if not paid for and/or used the same year as this ICSI Agreement. Additionally, a Breeding Certificate may not be available if Gumz Farms is not notified by August 1st of the current breeding season that an additional embryo has been Cryopreserved/Vitrified (frozen) and/or of any additional positive pregnancy(s) in a recipient mare. There will be an additional \$250.00 late fee assessed to

Mare Owner in order to add an additional mare(s) name to the Stallion Breeding Report if not reported thirty (30) days in foal and/or of the breeding date(s) are not supplied to Gumz Farms and/or if Breeding Fee has not been fully paid for prior to August 1st of the current breeding season.

_____ **Mare Owner Initial**

5. BREEDERS CERTIFICATES: Upon notification of birth of a live foal, and after full payment of all fees and expenses, and the performance of all other obligations of Mare Owner under this ICSI Agreement, Gumz Farms shall issue or release online a breeder's certificate ("Breeding Certificate") to Mare Owner.

6. STALLION INCENTIVE PROGRAMS: Gumz Farms reserves the right to participate or not participate in any incentive program, with or without notice to the Mare Owner.

7. WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, NOT EXPLICITLY STATED IN THIS ICSI AGREEMENT, AND NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS ICSI AGREEMENT FOR THE SEMEN DELIVERED UNDER THIS ICSI AGREEMENT.

8. BINDING EFFECT: This ICSI Agreement shall become binding upon satisfaction of each of the following conditions: a) Mare Owner has provided a credit card and/or check, and/or paid the Booking Fee; b) Gumz Farms receives a signed copy of this ICSI Agreement; and, c) Gumz Farms signs a copy of this ICSI Agreement. A copy of the Mare's Certificate of Registration and, if applicable, documents concerning the lease of the Mare MUST accompany this ICSI Agreement.

9. WAIVER OF LIABILITY: If any section of this ICSI Agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this ICSI Agreement, and other sections shall remain in full force and effect. This ICSI Agreement may be executed in any number of counterparts which, taken together, shall be considered as a single contract, and may be transmitted via text, email, fax, etc. with signatures binding the party so signing.

10. LIQUIDATED DAMAGES: Should any dispute arise that is not otherwise governed or covered by a provision in this ICSI Agreement, including but not limited to, a dispute alleging that Gumz Farms has breached this ICSI Agreement, Mare Owner hereby specifically agrees that Mare Owner's damages, expenses, costs and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the total Breeding Fee paid pursuant to this ICSI Agreement.

11. REGISTRATION PAPERS: A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) FOR THE MARE MUST ACCOMPANY THIS SIGNED ICSI AGREEMENT. Owner recorded on the Registration Papers will be recorded on the Stallion Breeding Report.

12. GENETIC TESTING RESULTS: GBED N/N; HERDA N/N; HYPP N/N; MH N/N; PSMM1 N/N; IMM N/N

13. FEES AND PAYMENTS: NO SEMEN WILL BE RELEASED FOR AN ICSI PROCEDURE WITHOUT ALL FEES BEING PAID PRIOR TO SHIPMENT OR PICKUP---NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. In addition to the Breeding Fee, a \$500.00 straw fee is assessed when frozen semen is utilized. A 4% processing fee will be added to all credit card charges. Mare Owner shall complete the credit card information requested below, or Mare Owner may email, text, fax or call in to Gumz Farms Mare Owner's credit card information. Any payment by check shall be made payable to Gumz Farms, LLC, 2400 NW 110th Ave. Ocala FL 34482. All fees must be paid in US Dollars.

14. NON-ASSIGNABLE/ENTIRE AGREEMENT/MERGER/MODIFICATION: This ICSI Agreement: a) may neither be assigned nor transferred in any manner by Mare Owner, absent the express written permission of Gumz Farms; 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.

15. GOVERNING LAW/BINDING/JURISDICTION/VENUE: This ICSI Agreement shall be governed by the laws of the State of Florida and shall be binding upon the heirs, personal representatives, successors, agents, and permitted

assignments of the parties. all actions concerning this ICSI Agreement shall be instituted exclusively in the Marion County Circuit Court in Ocala, Florida and the parties consent to the jurisdiction and venue for this purpose.

16. NO WAIVER: The failure of Gumz Farms to require performance of any provision of this ICSI Agreement shall not affect Gumz Farm's right to later require performance nor shall a waiver of any breach or default of this ICSI Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

I, the Mare Owner/Lessee/Agent, with my signature and credit card information below, with Gumz Farms' authorized representative's signature, I certify that breeder/agent has read, agrees with, and understands all parts of this ICSI Agreement. If signing as Mare Owner's Lessee or Agent, I hereby represent, by signing below, that I have required necessary authority from Mare Owner to enter into this ICSI Agreement for the Mare and bind Mare Owner to its terms.

Date: _____

Printed Name of Mare Owner/Lessee/Agent: _____

Signature of Mare Owner/Lessee/Agent: _____

Address: _____

City/State/Zip: _____

Cell Phone: _____

E-mail: _____

Date: _____

Printed Name of Gumz Farms, LLC representative: _____

Signature of Gumz Farms, LLC representative: _____

Credit Card Information: With my signature below, please charge all fees due pursuant to this ICSI Agreement to the credit card below or any additional credit card I may give you over the phone, email, text, etc.

With my signature, I agree that a 4% processing fee will be added to all credit card charges:

Visa MasterCard Discover American Express

Name On Card: _____

Billing Address w/Zip Code: _____

Card #: _____ Exp Date: _____

Security Code (#'s on back of card): _____

Signature: _____

Phone: _____

PLEASE SIGN AND RETURN ALL PAGES OF THIS ICSI AGREEMENT. GUMZ FARMS, LLC WILL PROCESS THE SIGNED ICSI AGREEMENT AND RETURN A COPY VIA EMAIL TO YOU