



STALLION SEASON DONOR FORM

(Please fill out a separate form for each stallion, print clearly, and complete all information.)

We would like to support the Equine Reproductive Studies programs at Texas A&M Veterinary Medicine & Biomedical Sciences (VMBS) by donating the following 2024 stallion season(s) to the Legends Premier Stallion Auction. (Please consult your tax attorney and/or accountant for any potential tax benefit from participation in this auction.)

Stallion Name: _____

Number of Breedings: _____

2024 Breeding Fee: _____

Stallion Owner/Donor Information:

Name: _____

Breeding Facility Information: (Check if same as owner/donor __)

Name: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Phone: _____ **Cell:** _____

Phone: _____ **Cell:** _____

Fax: _____ **Email:** _____

Fax: _____ **Email:** _____

International Shipments: to Canada: ___ Frozen ___ Cooled to Mexico: ___ Frozen ___ Cooled ___ ICSI Only

Cooled-Shipped Semen: ___ Yes ___ No **Frozen-Shipped Semen:** ___ Yes ___ No

Live Foal Guarantee (LFG): ___ Yes ___ No **Fees Payable to:** ___ Owner ___ Breeding Facility

Stallion Website: _____

Nominations/Comments: _____

Special Instructions: _____

I understand the rules for the auction are as follows:

- By signing this form, I agree to donate the breeding season(s) indicated above for the named stallion to the Legends Premier Stallion Auction.
- Proceeds from the Legends Premier Stallion Auction will benefit the Equine Reproductive Studies programs at the VMBS.
- I certify that I have all rights necessary to agree to the terms of this donation, and that this donation will not violate or conflict with the rights of anyone else or any agreement that I have made with anyone else.
- Transfers of seasons to third parties are as provided in the breeding contract, or otherwise at the discretion of the Stallion Owner/Donor.
- I acknowledge that Texas A&M University will not be a party to the breeding contract between me and the winning bidder, and will not be responsible for any business or other dealings between me and the winning bidder.
- Unless otherwise agreed in writing by me and the VMBS, the minimum bid will be set at 80% of the advertised 2024 breeding fee for Session One and 50% of the advertised 2024 breeding fee for Sessions Two and Three.
- Auction Specifics and Terms & Conditions on the following page have been read, are understood, and will be abided by.
- **Please complete this fillable PDF form, save and email (or print and then mail or fax) it using the contact information below.**
- **Please include a photo of the stallion and a copy of its pedigree.** I hereby grant Texas A&M a nonexclusive, perpetual, irrevocable, royalty-free license to use, reproduce, prepare derivative works, distribute copies to the public, and display publicly, in any manner for purposes related to the Legends Premier Stallion Auction, any photos of the stallion provided by me, and to have or permit others to do so. I certify that I have the rights to grant this license, and, to the best of my knowledge, Texas A&M's exercise of the license will not: (1) infringe upon anyone's copyright, trademark, or other intellectual property rights; (2) libel, slander, defame, or violate anyone's rights of privacy or publicity; or (3) violate or conflict with any agreement that I have made with anyone.
- This donation is governed by Texas law.

As the authorized individual, I agree to the above by printing my name and the date here:

Print Name: _____ **Date:** _____

AUCTION SPECIFICS

- The annual Legends Premier Stallion Auction, benefiting the Equine Reproductive Studies programs at Texas A&M Veterinary Medicine & Biomedical Sciences (VMBS) will be held in three sessions.
- The breedings offered will be auctioned online at legends.tamu.edu.
- Stallion seasons that have a bid in any given session will be sold during that same session. Stallion seasons receiving no bids during a given session will be automatically transferred to the subsequent session unless otherwise specified.
- All interested bidders must register on the [auction website](#) prior to bidding. Pre-registration will open beginning 30 days prior to the start of the first auction session. Bidders have the ability to have their bid remain anonymous if they so choose.
- Bidders must also indicate by selecting the appropriate box that they have read and understood the terms and conditions of the auction before they will be admitted to the bidding arena of the website.
- The winning bidder of each breeding secures the privilege to breed to a given stallion. Winning bidders are responsible for any additional fees as outlined in an individual stallion's 2024 breeding contract and agree to abide by all terms of the stallion owner/agent breeding contract.
- The stallion owner/agent will be notified at the close of each bidding session regarding the winning bidder and his/her contact information.
- If a significant number of breedings are not sold during the specified auction time frame, bidding on the unsold auction listings may be extended.
- **Please consult your tax attorney and/or accountant for any potential tax benefit from participation in this auction.**

TERMS & CONDITIONS

1. All bids are final.

Bidders are strongly advised to obtain a copy of the appropriate stallion owner/agent breeding contract prior to bidding, to consult with their own advisors as they deem necessary, and to independently verify any information about the stallion. Texas A&M University is not responsible for contracts, websites, or pertinent information regarding stallion seasons (breedings) offered on the auction website.

2. Agreement to Abide by Breeding Contracts.

By placing a bid, the bidder agrees to abide by the terms of the stallion owner/agent breeding contract, and to pay for any fees or charges beyond the breeding fee, including but not limited to booking fees, per day mare care, veterinary expenses, costs associated with frozen or chilled semen shipment, foal registration fees, re-breeding fees, or fees associated with Intracytoplasmic Sperm Injection (ICSI). Registration of a foal resulting from this breeding is subject to all the established rules and regulations of the stallion's breed registry. The bidder understands that it is his/her responsibility to obtain and thoroughly read the stallion owner/agent breeding contract prior to placing a bid.

3. Timetable.

Session One bidding opens at noon (CST) on November 30, 2023, and ends at noon (CST) on December 21, 2023. Session Two bidding opens at noon (CST) on January 4, 2024, and ends at noon (CST) on January 18, 2024. Session Three bidding opens at noon (CST) on January 20, 2024, and ends at noon (CST) on February 8, 2024. Winners will be notified within 24 hours of the close of bidding. Bids may not be withdrawn or decreased once placed; therefore, when bidding closes, the highest bidder is responsible for timely payment. Payment in full by an approved method (check or money order made payable to **Texas A&M University** or by a major credit card via the [auction website](#)) is required to be postmarked within 10 days following the close of the session involving the successful bid. Failure to submit payment within this time frame will result in the bid being voided and transferred to the next highest bidder. If no bids were submitted during a given session, the season will be returned to the auction during the next session. The stallion seasons (breedings) being offered are for the 2024 breeding season.

4. Certain states, by state law, may assess a sales tax that will be added to the sales price for horses standing in said states.

5. Refunds.

The bidder understands that if he/she should place a winning bid and the stallion should die, be gelded, be determined unfit for breeding, or be sold prior to breeding the mare, only money paid to Texas A&M University for the auctioned stallion service will be refunded and shall constitute payment in full for any damage that may be incurred by the bidder and/or his/her agent. All seasons are offered on a NO GUARANTEE non-refundable basis except those marked LFG, which are sold LIVE FOAL GUARANTEE, according to the terms of an individual stallion owner/agent breeding contract.

6. Release from liability.

The bidder agrees and acknowledges that there is a danger of accident, injury, sickness, or death involved in the breeding of horses and the attendant care of the mare and foal. The bidder voluntarily assumes all risks of accident, injury, sickness or death to said mare and/or foal and specifically releases Texas A&M University, The Texas A&M University System, and their members, regents, officers, employees, advisors, volunteers, and agents (collectively, "Releasees") from all liability for any accident, injury, sickness, or death to said mare and/or foal from any cause whatsoever, and specifically waives any and all claims resulting from such accident, injury, sickness, or death, **including injuries resulting from the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of Releasees.** I understand this release does not apply to injuries caused by intentional or grossly negligent conduct. I acknowledge that the Releasees seek this release as consideration for the right to participate in the auction so Texas A&M University, an institution of higher education and an agency of the State of Texas, can realize the greatest benefit to the Equine Reproductive Studies programs and provide the programs at the lowest possible cost and to the greatest number of students, rather than expending limited resources on liability insurance.

7. No warranties.

The bidder acknowledges and understands that the Releasees make no warranties either expressed, implied or by any other means of interpretation in connection with this auction. It is expressly understood that the Equine Reproductive Studies programs are acting only as a clearinghouse in providing the Legends Premier Stallion Auction to breeders and that the stallion owner/agent, in turn, has agreed to contribute the purchase price of the stallion season fee to benefit the activities of the Equine Reproductive Studies programs. The Releasees assume no liability for disputes that may arise between the bidders and the stallion owners/agents. The Releasees make no guarantees of conception or delivery of a live foal. Live foal guarantees are subject to the stallion owner/agent breeding contract.

8. Enforcement of Breeding Contract.

The breeding contract will be between the winning bidder and the stallion owner/agent, not Texas A&M University, and Texas A&M University is not responsible for the enforcement of the breeding contract.

9. Mailing Address for Payment.

A check or money order made payable to **Texas A&M University** should be mailed to the following address: Legends Premier Stallion Auction, 4475 TAMU, College Station, TX 77843-4475. Please indicate "**Equine Reproductive Studies Fund**" on the memo line of the check. (Payment by a major credit card via the [auction website](#) is also acceptable.)

10. Governance.

The terms and conditions of this auction are governed by the laws of the state of Texas.



GATHERING...GENERATING...GIVING...GLOBALLY



TEXAS A&M UNIVERSITY
Veterinary Medicine
& Biomedical Sciences

Legends Premier Stallion Auction | Equine Reproductive Studies | Texas A&M Veterinary Medicine & Biomedical Sciences

4475 TAMU | College Station, TX 77843-4475 | Tel: 979.862.2031 | Fax: 979.847.8863 | Email: legends@cvm.tamu.edu | Web: legends.tamu.edu