

FROZEN SEMEN OWNER: KIM DEAN 413 N. Union Whitesboro, TX 76273 903-815-3347 KimDeanTX@aol.com

413 N. Union Whitesboro, TX 76273 903-651-0120 FAX (MAIL/FAX/EMAIL/TEXT CONTRACTS HERE)

STALLION MANAGER/BREEDING FARM: Keith Feister

To Order FROZEN Semen in Canada ONLY: Heide Vet Services 403-341-3875 Red Deer, Alberta, Canada

To Order Cooled/Frozen Semen in the US: Kim Dean 903-815-3347

To Order Semen in Europe: Contact: Paolo Merlo via email or phone Mobile: +39 335 7736309

Email: p.merlo@aafvg.it EU-Centre -Italy Phone:+39 0432 672184 Fax: +39 0432 672174

FROZEN SEMEN AGREEMENT

I hereby agree on this the _____ day of _____ 20____ to breed the mare below to the Stallion,

CERTAIN POTENTIAL AQHA# 3446358 for the **20**_____ season using frozen semen subject to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner on Papers _____

The Total Breeding Fee(s) for the stallion above for the current season which INCLUDES the non-refundable \$500 Chute Fee are as follows:

FROZEN SEMEN FEES:

_____ \$	1500.00 US plus \$250 Frozen Semen Fee includes 2 doses of frozen semen
_____ \$	1250.00 US Previous Breeder plus \$250 Frozen Semen Fee includes 2 doses of frozen semen
_____ \$	1100.00 US 2 nd Mare plus \$250 Frozen Semen Fee includes 2 doses of frozen semen
_____ \$	1250.00 US (World/Congress Champ/Reserve or Producer) plus \$250 Frozen Semen Fee includes 2 doses of frozen semen
_____ \$	1250.00 US Trainer Discount plus \$250 Frozen Semen Fee includes 2 doses of frozen semen
_____ \$	375.00 US Rebreed Chute fee includes 1 dose of frozen semen (may purchase additional dose-see below)
_____ \$	750.00 US Extended Year Rebreed Chute fee plus \$250 Frozen Semen Fee (includes 1 dose of frozen semen)
_____ \$	750.00 US SSA Chute fee (includes 1 dose of frozen semen)
_____ \$	0.00 US DQHA SSA Chute fee plus \$NO Frozen Semen Fee (includes 1 dose of frozen semen)
_____ \$	Add'l doses: 1 dose \$ 200 US (with permission of Kim Dean)

All Breeding Fees and Fees for additional doses of frozen semen of are payable to Frozen Semen Owner.. All fees for shipping must be paid prior to the shipment. The Total Breeding Fee or Rebreed Chute fee shall be payable upon execution of this contract and must be paid a minimum of (10) days BEFORE semen will be shipped unless credit card which may be paid any time prior to shipment. At no time will any shipments be made without the Total Breeding Fee being paid in advance. **Shipping will be provided by us (in US) our Agent in Canada(for Canadian Shipments) or our Agent in Italy for our European breeders. Any and all costs for shipping or picking up semen to will be paid by the Breeder to Kim Dean for US Shipments or to our Agent in Canada or our agent in Europe PRIOR to shipping.**

1. The Breeding Manager will begin shipping frozen semen at any time during the before or during the current breeding season. **A request for a shipment of frozen semen should be made a minimum of 10 days before frozen semen is needed in order to insure we have an available tank. At no time will the Frozen Semen Owner make a guarantee that frozen semen will be available.** Any late orders for semen accepted that involve hiring a courier to deliver semen to a Federal Express drop-off location will result in an additional \$75 courier fee. We will ship on a first requested, first shipped basis. At no time will the Frozen Semen Owner make a guarantee that frozen semen will be available on a specific breeding day. Shipping days for frozen semen are Monday, Wednesday, Friday ONLY.
2. The Breeding Manager has the right to set a limit on the number of doses of frozen semen shipped per breeding season and/or per breeding cycle.. Additional shipments of frozen semen may be purchased as listed above with approval of the S Frozen Semen Owner and be payable to Frozen Semen Owner plus any shipping fees that will be due to Frozen Semen Owner if shipped in US or the shipper in Canada or the shipper in Europe.
3. **For our US Breeders, shipping frozen semen: Breeder agrees to return frozen semen tank via FedEx NEXT DAY DELIVERY, the day AFTER the shipment is received or be charged a \$50/day rental fee. If tank is not received within 7 days after delivery, Breeder will pay \$995.00 for the cost of the tank.**

4. Breeding Manager agrees to ship frozen semen as described above. If a mare fails to settle for any reason, Breeder will hold Frozen Semen Owner or the Breeding Farm blameless. Frozen Semen Owner bear no responsibility for the frozen semen after it is shipped and/or has left the breeding/frozen semen facility. This includes but is not limited to broken straws, late deliveries by any delivery companies including Express Shipping and/or Airlines and/or Courier Services. Breeder may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen.
5. Any frozen semen doses that remain after the mare has conceived may **ONLY be used on the mare named above** and in the following ways or it must be returned to Frozen Semen Owner frozen semen agent. 1) Frozen semen may be stored at Breeders expense and used in the event of a rebreed situation during the current or following breeding season; or 2) Frozen semen may be stored at the Breeders expense if they choose to breed the above named mare again the following breeding season and ONLY with payment of a new total breeding fee PRIOR to breeding and only with the execution of a new breeding contract signed by the Frozen Semen Owner 3) Any frozen semen that is left after the mare is pronounced in foal MUST be returned to our breeding farm at the end of the breeding season with the exception of 1 & 2 in this paragraph. **FROZEN SEMEN MAY NOT BE USED ON ANY MARE OTHER THAN THE MARE NAMED ABOVE WITHOUT EXPRESS WRITTEN CONSENT OF THE FROZEN SEMEN OWNER and Breeder must have a fully executed contract and have paid ALL fees PRIOR to breeding or they will not be issued a breeders certificate without an additional \$250.00 (US) late fee paid.**
6. IT IS THE MARE OWNER'S RESPONSIBILITY TO NOTIFY THE FROZEN SEMEN OWNER OF THE FROZEN SEMEN BREEDING DATES PRIOR TO OCTOBER 1ST OF THE CURRENT BREEDING YEAR SO MARE MAY BE INCLUDED ON THE BREEDING REPORT. ANY BREEDER WHO HAS NOT REPORTED THE BREEDING DATE WILL BE CHARGED A \$250.00 US LATE FEE TO FILE AN AMMENDED STALLION BREEDING REPORT.
7. A Live Foal Guarantee will apply (except as provided in this paragraph and in paragraphs 4,5,7,8, 9, 10, 11, 12,13 for one year *only* to those mares that conceive and carry a pregnancy at least sixty (60) days from insemination. To be eligible for a live foal guarantee, a confirmation of pregnancy must be submitted from a veterinarian in the form of a documented ultrasound picture prior to the end of current breeding season. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if Frozen Semen Owner is notified within seven (7) days thereof and receives a written veterinarian's statement confirming death within 15 days.
8. Return re-breed privileges shall apply *only* to the next normal breeding season and only for fully paid breedings. A non-refundable rebreed Chute Fee must be paid prior to any mare being re-bred as well as any frozen semen fees if frozen semen is used as long as Breeder has complied with all conditions above. A substitute mare may be used at the sole discretion of the Frozen Semen Owner but only if the original mare has died or is deemed unfit for breeding. No refunds will be given at any time for any fees for any reason including but not limited to the total breeding fee, chute fees, frozen semen fees, semen shipment fees, document fees, etc.
9. The Frozen Semen Owner require's and Breeder agrees that any OPEN mare that is to be bred or re-bred must have a clean/negative culture faxed or scanned/emailed to the Frozen Semen Owner prior to the start of breeding season; be under lights three months prior to the next normal breeding season and be ready to be bred prior to the end of first month of the next normal breeding season.
10. There are no Paint Color Guarantees . All other rebreed guarantees as stated in paragraphs as stated elsewhere in this agreement.
11. **Should more than one embryo or foal result from a breeding, Breeder must pay an additional Total Breeding fee for each additional embryo and/or foal within thirty (30) days of the last breeding date in order to receive a breeders certificate for any and all additional foals.** Should the Breeder NOT comply with all of the stipulations of this contract in a timely manner, but does pay the additional total breeding fee and remit a signed breeding contract, the Frozen Semen Owner may agree to give a breeders certificate, upon payment of an additional \$250.00 US late charge.
12. The parties further agree that should the Stallion die, be sold or become unfit for service for *any* reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder except that the Breeder shall pay for all other expenses actually incurred including but not limited to the payment of any outstanding fees including any breeding fees, shipped semen fees, etc . Solely at the Frozen Semen Owner discretion, the Frozen Semen Owner may choose to give first priority to this Breeder to purchase frozen semen for another stallion owned by Frozen Semen Owner provided the mare is not in foal and ANY AND ALL other provisions in the contract have been followed.
13. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. In the event the Frozen Semen Owner agrees to the transfer or assignment of the "live foal guarantee" rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable. No refunds will be given at any time for any fees including but not limited to the stallion breeding fee, chute fee, frozen semen fee, semen shipment fees, etc.
THIS BREEDING MAY NEVER BE SOLD.
14. The parties acknowledge that this agreement is made and performed within the County of Grayson, State of Texas, USA. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the State Court located in Grayson County, Texas and shall be construed and enforced under the laws of the State of Texas. Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual stud fee that was paid. Breeder understands that at no time is the chute fee refundable for any reason.
15. When the Breeder signs and returns this contract to the Frozen Semen Owner and the Frozen Semen Owner Signs the contract, it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties thereto.

- 16. If any section of this agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement, and other sections shall remain in full force and effect. This contract may be executed in any number of counterparts which, taken together, shall be considered as a single contract, and may be transmitted via email, mail, text or facsimile, with any and all signatures binding the party so signing.
- 17. **Liquidated Damages:** Should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including but not limited to, a dispute alleging that Breeder has breached his Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the actual total breeding fee that was paid as listed on page 1 of this contract.
- 18. A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Papers will be recorded on the Stallion Breeding Report.
- 19. **Genetic Testing Results:** MH N/N; PSMM N/N; HYPP N/N; GBED N/N; HERDA N/N

FEES: THE BREEDING FARM WILL NOT SHIP FROZEN SEMEN WITHOUT ALL FEES BEING PAID PRIOR TO SHIPMENT OR PICKUP---- NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON.

Please Make Your Check Payable to KIM DEAN or fill out, fax, scan/email or call in your credit card information.

- _____ Add'l doses of frozen semen: @ \$200/dose (only with approval)
- _____ Embryo Transfer Mare (1 Total Breeding Fee per Embryo)
- _____ Frozen Semen Pick Up Fee/Your Tank \$275
- _____ Frozen Semen Federal Express Priority Overnight or next afternoon shipping within the US \$375
- _____ Frozen Semen Federal Express Two Day Shipping \$350
- _____ **Frozen Semen tank must be returned at Breeder expense via Fedex next day delivery, the day after the shipment is received or Breeder agrees to a \$50/day rental fee or if not received after 7 days pay \$1000 for the tank.**

Breeder
(Print Name): _____

Signature: X _____ Date _____

Address _____

City/State/Zip: _____

Phone: (Work): _____ (Home): _____ (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

FROZEN SEMEN OWNER SIGNATURE: _____ Date: _____

Credit Card Information: (card will be charged upon receipt of this contract):

Please charge my credit card for all fees: _____ Visa _____ MasterCard

Name of Cardholder: _____

Billing Statement Address: _____

Card # _____ Exp Date _____ 3 #'s on back of card _____

Signature _____ Phone _____

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT. FROZEN SEMEN OWNER WILL SIGN & RETURN COPY TO YOU.