

STALLION OWNER: Kim Dean 903-815-3347 903-651-0120 FAX

Email: KimDeanTX@aol.com 413 N. Union Whitesboro, TX 76273 (MAIL/EMAIL/FAX CONTRACTS HERE)

Breeding Manager: Keith Feister

Return Tank Overnight Fedex/UPS to: Keith Feister 1346 Prairie Grove Rd Valley View, TX 76272

To Order Frozen Semen in US/Canada: Kim Dean 903-815-3347 Cell

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

ONLY IN THE MOONLITE

FROZEN SEMEN via ARTIFICIAL INSEMINATION ONLY AGREEMENT FOR 2022

This Agreement is made by and between Kim Dean ("Stallion Owner") and

_____ ("Breeder"), on this the ____ day of _____
20____ whereby Breeder seeks to acquire and Stallion Owner agrees to sell certain amounts of
frozen semen from the 2004 AQHA Stallion **Only In The Moonlite** AQHA Reg# 4652885 (now
deceased).

Semen Acquisition Fees and Terms---all fees below include a non-refundable chute/booking fee:

1. SEMEN ACQUISITION FEES to be used to breed via Artificial Insemination ONLY:

- _____ \$1,500.00 US includes 1 dose of frozen semen (\$750 frozen semen fee/\$750 chute fee)
- _____ \$2,000.00 US includes 2 doses of frozen semen (\$1250 frozen semen fee/\$750 chute fee)
- _____ \$1,500.00 US Trainer includes 2 doses of frozen semen (\$750 frozen semen fee/\$750 chute fee)
- _____ \$1,750.00 SSA Breeding includes 2 doses of frozen semen (\$1000.00 frozen semen fee/\$750 chute fee)
- _____ **\$1,500.00 US World/NSBA/APHA/ApHC Champion/Res or Producer of same in exchange for 2 doses of frozen semen and semen on THIS purchase MUST BE USED ONLY on named mare below (MUST provide proof of award when submitting contract) THIS purchase MUST BE USED ONLY on named mare below:**

*Mare: _____ Breed _____ Reg# _____

- 2. REBREED DOSE (see important terms and conditions for eligibility for additional dose)
_____ \$750.00 US for an additional dose of Frozen Semen *may be available* for purchase if enough inventory of frozen semen is available during the 2022 breeding season and only if mare/recipient is not pregnant and all following conditions are met:
 - 1) Mare/Recipient has no surviving pregnancies in 2022: and NO live foals born in 2023 from the purchase of Frozen Semen in 2022 from Only In The Moonlite; and
 - 2) No frozen semen straws from Only In The Moonlite are left after all breeding attempts in 2022; and
 - 3) Vet certification letter MUST be submitted verifying no current pregnancies, no live foals, mare/recipient is not pregnant and ALL Only In The Moonlite frozen straws have been used in the 2022 breeding attempts. This additional REBREED dose may be used ONLY in 2022 or in 2023 *if all above conditions* have been met.
- 3. _____ **DQHA SSA No Fees Except Shipping per DQHA requirements. Breeder must have a contract on file. Breeding Comes with One Dose Frozen Semen Only. There are NO Rebreds if mare is not in foal and/or does not have a live foal from this dose.** May purchase one additional dose for \$750.00 US for use during the 2023 breeding season.
- 4. REGISTRATION APPLICATION(S) FROM ANY FROZEN SEMEN PURCHASED ABOVE:
The purchase of *any* of the frozen semen above entitles the Breeder to ONE Registration application if mare produces a live foal. ALL additional registration applications from the frozen semen acquisition fee

paid with this contract from successfully conceived pregnancy(s) will be at the rate of \$1500.00 US per foal provided ALL TERMS OF THIS AGREEMENT ARE FOLLOWED.

_____ \$1500.00 US Per ADDITIONAL Pregnancy/Additional Foal if paid in 2022.

5. **European Breeders:** Shipping will be provided by our Agent in Europe. Any and all costs for shipping frozen semen to the Breeder will be paid by the Breeder to our Agent in Europe PRIOR to shipping.
6. **US/Canadian Breeders** agree to pay all shipping fees (US/Canadian Delivery only) via overnight or next afternoon delivery of the frozen semen and also agree to pay for the return of the tank via Federal Express NEXT Day Delivery. **Tank must be returned the following business day and be received within ONE business day after initial delivery to Breeder.** Breeder agrees that any tank returned late (day two and on) will be charged a \$50.00 per day late fee. If tank is not returned within 5 days, Breeders credit card will be charged, and Breeder agrees to pay \$900.00 for a replacement tank.
7. **Breeders Responsibilities** Breeder may use this Frozen Semen to breed ONE mare **providing the following conditions are met:**
 - ____ Breeder shall promptly notify Stallion Owner within 30 days of any mare who is in foal and/or any recipient mare who is in foal; any etc.;
 - ____ Submit a copy of registration papers with current owner(s) of mare bred with this Semen BY AUGUST 1ST;
 - ____ Submit all Breeding dates of the mare(s) that were bred on or before AUGUST 1ST, 2022 so as to be recorded on the AQHA/APHA/APHC Breeders Report (as defined by the current association rules);
 - ____ It is the Breeder's sole responsibility to notify the Stallion Owner of the breeding dates of the mare(s) PRIOR to AUGUST 1ST of the current breeding year or a Breeder's Certificate will not be issued until an additional \$250.00(US) late fee is paid in order to add a mare to the stallion breeding report.
 - a. The Frozen Semen fee paid with this contract entitles the Breeder to ONE breeders certificate provided an offspring is produced. **There are no live foal guarantees.** Breeder may obtain additional Breeders Certificates for mares bred to ONLY IN THE MOONLITE provided the breeder pays an additional fee of \$1,500.00 US per additional breeders' certificates subject to all conditions outlined in this contract and as applicable to this breeding year/season.
 - b. **Frozen semen being sold to Breeder pursuant to this agreement may not be resold, gifted, or assigned to any other person or entity without the express written consent of the Stallion Owner or a Registration Application will NOT be issued.**
8. **Semen Handling.** Breeder agrees to assume responsibility for all facets of transportation and breeding with frozen semen including semen shipment fees, permit fees (if any), semen storage fees, etc. The Stallion Owner agrees to ship the frozen semen as described above. If a mare does not settle for any reason, Breeder will hold Stallion Owner, Stallion Breeding Farm, and/or the Stallion Frozen Semen Storage Facility blameless. **Stallion Owner and the Frozen Semen Storage Facility bear no responsibility for the semen after it is shipped, picked up or is taken from the semen storage facility or breeding farm.** This includes but is not limited to late deliveries by Federal Express and/or other delivery services; Airlines and/or Courier Services, etc. **Breeder may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen.**
9. **Other Services & Expenses.** Stallion Owner is selling Frozen Semen ONLY and is providing no other service to Breeder (such as insemination, boarding services, etc.).
10. **Disclaimer.** Stallion Owner makes no representations or warranties, expressed or implied, regarding the semen after the semen leaves the storage facility including without limitation, representations, or warranties that the semen will safely reach the insemination point without losing its integrity, quality, or other characteristics. Stallion Owner shall not be responsible for delays, lost or mishandled deliveries.
11. **Live Foal Guarantee.** There is NO Live Foal Guarantee.
12. **Breeding and Risks.** Breeder shall have sole risk and discretion in determining the method of breeding their mare via artificial insemination. Should the mare not settle, Breeder releases and holds harmless Stallion Owner from any and all resulting losses or damages. Breeder fully understands, authorizes, and assumes the inherent risks and dangers in keeping, breeding, and transporting frozen semen and acknowledges that mortality and any other insurance is solely the Breeders responsibility

13. **Binding Contract:** When the Breeder or Breeders' agent signs and returns this contract to the Stallion Owner and the Stallion Owner signs this 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. 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 facsimile, email, text, etc. with all signatures binding the party so signing. The failure of Stallion Owner to require performance of any provision of this Agreement shall not affect Stallion Owner's right to later require performance nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
14. **Litigation:** The parties acknowledge this agreement is made and performed within the County of Grayson, State of Texas. Both parties agree should any dispute or claims arise that is not otherwise governed or covered by a provision in this Breeding Contract, including but not limited to, a dispute alleging that Stallion Owner 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, regarding this contract that at no time will any damages ever be awarded in any amount greater than the actual total breeding fee that was paid as listed on page one of this contract. It is further agreed that this Agreement constitutes the full agreement between both parties. The Agreement cannot be amended except in writing and is signed by all parties. Should any dispute arise shall be limited to the actual total breeding fee that was paid as listed on page one of this contract
 _____ Initial Here **Both parties agree that at no time will any damages ever be awarded in any amount greater than the original Frozen Semen Acquisition fee, or Rebreed Dose Fee, or the Stallion Service Auction Chute fee.**
15. **Waiver of Liability:** 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 text, email, fax, etc. with signatures binding the party so signing.
16. **Miscellaneous:** It is further agreed this Agreement constitutes the full agreement between both parties. The Agreement cannot be amended except in writing signed by all parties. The parties acknowledge this agreement is made and performed within the County of Grayson, State of Texas. 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**
17. **Genetic Testing Results For ONLY IN THE MOONLITE—make sure your mare **does not** carry the HERDA gene prior to breeding:** GBED N/N; HERDA N/HRD; HYPP N/N; MH N/N; PSMM1 N/N

FEES: SEMEN WILL NOT BE SHIPPED WITHOUT ALL FEES BEING PAID PRIOR TO SHIPMENT OR PICKUP---- NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. A 4% CONVENIENCE FEE WILL BE CHARGED FOR ALL CREDIT CARD CHARGES. Make checks payable to KIM DEAN

Fill out, fax, text or email your credit card information.

- ____ Frozen Semen Shipping Fee via FedEx Next Day Priority Overnight Delivery at \$395.00 US ONLY
- ____ Frozen Semen Shipping Fee via FedEx Next Day Air SATURDAY \$445.00/shipment US ONLY
- ____ Frozen Semen Shipping Fee FedEx TWO day delivery \$450 US—CANADA ONLY add \$50 Saturday Delivery
- ____ Pick Up Semen (**Your Tank**): \$250/pickup US ONLY
- ____ Canadian Breeders will pay for all permits (\$250 US) and additional shipping fee (\$400 US two day delivery)
- ____ Delivery, Permit Fees, Etc to be charged by our agent in Europe
- ____ **Breeder must pay for returning tank via Next Day Overnight Delivery to:**
Keith Feister 1346 Prairie Grove Rd Valley View, TX 76272

I, the Breeder/Agent, with my signature and credit card information below, agree that Only In The Moonlite carries the Herda gene; agree to pay for all shipping/permit fees of the frozen semen to the address I have/will supply to the Stallion Owner or the Agent in Europe or Canada. **US/Canadian Breeders** also agree to pay for the return of the tank to the Stallion Owner's Frozen Semen Storage Facility via Federal Express Next Day Delivery and understand the tank must be returned and received within two business days after the initial date of delivery; agree that any tank returned late (day two and on after original receipt) will be charged a \$50.00 per day late fee. I agree if the tank is not returned within 5 days, my credit card, will be charged \$900.00 for reimbursement of the tank. I also understand that there are no rebreeds if my mare is not in foal. **Breeder/Agent signature certifies that breeder/agent has read, agrees with, and understands all parts of this Frozen Semen Acquisition contract.**

Breeder/Agent: _____

Signature: X _____ Date _____

Address _____

City/State/Zip: _____

Telephone: (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

STALLION OWNER SIGNATURE:

_____ Date _____

Credit Card Information: (A 4% convenience fee will be charged if fee is not paid in advance by check):

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

Name as listed on Card: _____

Billing Statement Address: _____

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

Cell Phone _____ Email Address: _____

Signature x _____ Date _____

Return Tank Overnight Fedex/UPS to: Keith Feister 1346 Prairie Grove Rd Valley View, TX 76272

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT. STALLION OWNER WILL SIGN AND RETURN COPY TO YOU.