

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

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

**Breeding Manager: Keith Feister**

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

## **ONLY IN THE MOONLITE**

### **2022 ICSI AGREEMENT**

**THIS AGREEMENT, made on the date last shown below by and between KIM DEAN ("STALLION OWNER") and the undersigned Mare Owner/Lessee/Agent ("MARE OWNER") of the Mare ("MARE") described below:**

**1. BREEDING:** The Mare Owner hereby engages one service for the 2004 AQHA Stallion, **ONLY IN THE MOONLITE** ("Stallion") AQHA# **4652885 (now deceased)** for the following Mare for the 2022 breeding season by intracytoplasmic sperm injection ("ICSI") at \_\_\_\_\_ ICSI laboratory.

Mare: \_\_\_\_\_ Reg# \_\_\_\_\_ Breed \_\_\_\_\_

**2. BREEDING FEE AND BOOKING FEE:** The ICSI Breeding Fee in 2022 shall be \$1750.00 which includes a non-refundable booking fee of \$500.00, which is payable with this Agreement to Kim Dean. Upon the successful obtaining of an embryo, the balance of the breeding fee of \$1,250.00 shall be paid together with any other fees due when the embryo is 30 days positive pregnancy in a recipient mare. ALL ADDITIONAL EMBRYOS retrieved will be at the rate of \$1,500.00 per embryo and must be paid during the 2022 breeding season. All future rates shall be charged at the current years breeding fee for any Cryopreserved/Vitrified (frozen) embryo(s) which were transferred into a recipient mare. The 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. THERE IS NO LIVE FOAL GUARANTEE:** It is the Mare Owner's responsibility to insure their investment. Mare Owner is responsible to place insurance coverage on any recipient mare carrying an embryo. Stallion Owner **DOES NOT OFFER A LIVE FOAL GUARANTEE**. Contact your insurance agent concerning their offer of this type of coverage. Debbie Martin with Asset Equine also offers this type of coverage. Her contact number information is [Debbie@assetquine.com](mailto:Debbie@assetquine.com) or 940-686-0869.

#### **4. NOTIFICATION REQUIREMENT---initial EACH line below:**

\_\_\_\_ 1) Stallion Owner 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) Stallion Owner MUST be notified total number of embryos Cryopreserved/Vitrified (frozen) within fourteen (14) days after the ICSI procedure is performed.

\_\_\_\_ 3) Stallion Owner MUST be notified when a Cryopreserved/Vitrified (frozen) is transferred into a recipient mare.

\_\_\_\_ 4) Stallion Owner MUST be notified of ALL 30-day positive pregnancy checks that are achieved.

\_\_\_\_ 5) Stallion Owner MUST be notified BEFORE a recipient mare departs the facility.

\_\_\_\_ 6) Mare Owner/Lessee/Agent agrees to have their credit card charged immediately for ALL 30-day positive pregnancy checks that are achieved from this ICSI contract.

\_\_\_\_ 7) It is the Mare Owner's responsibility to notify the Stallion Owner by August 1<sup>st</sup> 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.

**5. MULTIPLE EMBRYOS:** Should more than one embryo or foal result from a breeding, Mare Owner ***shall pay an additional Breeding Fee of \$1500.00 for each additional embryo or resulting foal at ANY 30-day positive pregnancy check. Failure to notify Stallion Owner of ALL 30-day positive pregnancy checks may result in a late fee of \$1000.00 per embryo in order to obtain 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* years breeding fee if not paid for and/or used the same year as this contract. Additionally, Breeding Certificate may not be available if Stallion Owner is not notified by August 1<sup>st</sup> 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 30 days in foal and/or of the breeding date(s) are not supplied to Stallion Owner and/or if Breeding Fee has not been fully paid for prior to August 1<sup>st</sup> of the current breeding year.

\_\_\_\_\_ **Mare Owner/Agent Initial**

**6. 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 Agreement, STALLION OWNER shall issue or release online a breeder's certificate to the MARE OWNER.

**7. STALLION INCENTIVE PROGRAMS:** Stallion owner reserves the right to participate or not participate in any incentive program, with or without notice to the Mare Owner.

**8. WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT FOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**

**9. AGREEMENT:** This Agreement:

- a) may neither be assigned nor transferred in any manner, absent the express written permission of Stallion Owner;
- 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;
- e) shall be interpreted in accordance with the laws of the State of Texas, County of Grayson;
- f) shall be binding upon the individual party's successors, assigns, executors, administrators, beneficiaries, representatives, heirs, and permitted assigns of the parties.

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.

**10. BINDING EFFECT:** This Agreement shall become binding when:

- a) MARE OWNER has provided a credit card and/or check, and/or paid the Booking Fee;
- b) STALLION OWNER receives a signed copy of this Agreement;
- 3) STALLION OWNER signs a copy of this Agreement.

A copy of the Mare's Certificate of Registration and, if applicable, documents concerning the lease of the Mare MUST accompany this Agreement.

**11. LITIGATION:** The parties acknowledge that 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 this 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

**Mare Owner/Agent Initial Here** Both parties agree that at no time will any damages ever be awarded in any amount greater than the original Breeding Fee or Booking Fee paid which is listed on page one of this contract.

**12. 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.

**13. 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 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, shall be limited to the actual total breeding fee that was paid as listed on page one of this contract.

**14. Contract:** When the mare owner signs and returns this contract to the Stallion Owner and the Stallion Marketing Manager 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

**15. Registration Papers:** 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.

**16. Genetic Testing Results: 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: 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. A 4% processing fee will be added to all credit card charges.**

**Make Check Payable to KIM DEAN 413 N Union Whitesboro, TX 76273**

**Fill out credit card information below or email, text, fax or call in your credit card information. All fees in US Dollars**

I, the Mare Owner/Agent, with my signature and credit card information below, understand that Only In The Moonlite carries the Herda gene. **With the Breeder/Agent signature, I certify that breeder/agent has read, agrees with, and understands all parts of this ICSI contract.**

Mare Owner: \_\_\_\_\_

Signature Mare Owner/Agent : **X** \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: Cell Phone: \_\_\_\_\_ (Fax) \_\_\_\_\_

**E-MAIL ADDRESS**

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STALLION OWNER

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**Credit Card Information:** With my signature below, please charge all fees for the breeding season 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

Name On Card: \_\_\_\_\_

Billing Address w/Zip Code \_\_\_\_\_

Card # \_\_\_\_\_ Exp Date \_\_\_\_\_ #'s on back of card \_\_\_\_\_

Signature **X** \_\_\_\_\_ Phone \_\_\_\_\_

**PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.  
STALLION OWNER WILL PROCESS CONTRACT AND RETURN COPY VIA EMAIL TO YOU.**

