

STALLION OWNER: McEquine Enterprise, LLC Rick McDonald 903-816-1559

STALLION MARKETING MANAGER: Kim Dean 903-815-3347 Email: KimDeanTX@aol.com

Kim Dean 413 N. Union Whitesboro, TX 76273 903-651-0120 FAX

Contracts/Order Semen: European Agent: David Maisonette (+33) 673 331 532 or david_qh@hotmail.com

A GOOD MACHINE
FROZEN SEMEN ACQUISITION AGREEMENT IN EUROPE
ARTIFICIAL INSEMINATION CONTRACT

This Agreement is made by and between McEquine Enterprise, LLC ("McEquine") and _____ ("Breeder"), on this the ____ day of _____ 20____ whereby Breeder seeks to acquire and. McEquine agrees to sell certain amounts of frozen semen from the 1993 AQHA Stallion **A GOOD MACHINE** AQHA Reg# 3173093 (now deceased).

Semen Acquisition Fees and Terms:

1. BREEDING FEES EUROPE for 2022 breeding season:

Breeder shall pay a one-time semen acquisition fee of to be used for **Artificial Insemination ONLY:** _____ \$2500.00 US in exchange for **10 STRAWS** of frozen semen to be used for A.I. ONLY

2. ADDITIONAL MARE BRED FROM ORIGINAL FROZEN SEMEN PURCHASED:

_____ \$1500 fee is per each pregnancy to be paid when the mare is 60 days in foal. The \$1500.00 US additional fee **must be paid when mare is pronounced 60 days in foal in order to be eligible for a breeder's certificate.** An additional late fee of \$750.00US will be charged if payment is not made by the time the mare is 60 days in foal. Any additional registration applications from the breeding of any mare that is not used in the 20____ breeding season that is pronounced 30 days in foal will be at the current year's rate for additional foals. The rate for 2022 is \$1500.00 US per additional 30-day pregnancy.

3. European Breeders: Shipping will be provided by our facility in Europe. All costs for shipping frozen semen to the Breeder will be paid by the Breeder to the European Facility PRIOR to shipping. **Contact David Maisonette (+33) 673 331 532 or david_qh@hotmail.com to order semen in Europe.**

4. Breeders Responsibilities: Breeder may, at their discretion, use this semen to breed more than one mare providing the following conditions are met (please initial):

____ Breeder shall promptly notify McEquine and/or Stallion Marketing Manager, and/or European Agent of any additional mare(s) bred; any recipient mare who is in foal; any frozen embryo which has been stored, etc.;

____ Breeder must submit a copy of ALL registration papers with current owner(s) of any mares bred with this Semen;

____ It is the Breeders sole responsibility to submit all Breeding dates of the mare(s) that were bred on or before August 1st to McEquine and/or Stallion Marketing Manager, and/or European Agent so as to be recorded on the AQHA/APHA/APHC Breeders Report (as defined by the current association rules) or 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.

____ It is the Breeder's sole responsibility to pay McEquine for ANY additional embryos produced or additional mare's that are in foal and pay additional \$1500.00 US fee by the time any ADDITIONAL mare is pronounced 60 days in foal in order to receive an additional Breeders Certificate.

- 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 A GOOD MACHINE provided the breeder pays an additional fee of \$1,500.00 per additional breeders' certificates subject to all conditions outlined in this contract as applicable to that 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 McEquine or Stallion Marketing Manager..**
5. **McEquine, Stallion Marketing Manager, European Agent 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.** 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.
6. **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 Storage Facility in Europe agrees to ship the frozen semen as described above. If a mare does not settle for any reason, Breeder will hold McEquine, Storage Facility, the Stallion Marketing Manager and/or European Agent blameless.
7. **Disclaimer** McEquine (and its agents) represent the frozen stored at its facility is commercial grade. Additionally, McEquine 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. McEquine (and its agents) shall not be responsible for delays, lost or mishandled deliveries.
8. **Live Foal Guarantee.** There is NO Live Foal Guarantee. There are NO Rebreds.
9. **Breeding and Risks.** Breeder shall have sole risk and discretion in determining the method of breeding of their mare. Should the mare not settle, Breeder releases and holds harmless McEquine 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 other insurance is solely the Breeders responsibility.
10. **Binding Contract:** When the Breeder/Breeders agent signs, pays for the breeding and returns this contract to the Stallion Marketing Manager or European agent, and the Stallion Marketing Manager/European agent 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 text, email, or facsimile, with signatures binding the party so signing.
11. **Miscellaneous:** It is further agreed that this Agreement constitutes the full agreement between both parties. The Agreement cannot be amended except by a writing signed by all parties. The parties acknowledge that this agreement is made and performed within the County of Denton, 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 Denton 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 Frozen Semen Acquisition Fee listed on this contract.**

12. Genetic Testing Results:: HERDA N/N PSMM n/n HYPP N/N GBED 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. Fill out, fax, or email your credit card information.

I, the Breeder/Agent, with my signature and credit card information below, agree to pay for all shipping/permit fees of the frozen semen to the address I have/will supply to Agent in Europe. I 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** _____ PRINT NAME _____ Date _____

Address _____

City/State/Zip: _____

Telephone: (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

STALLION MARKETING MANAGER/EUROPEAN AGENT SIGNATURE: _____ Date _____

Credit Card Information: (card will be charged upon receipt of this contract) A 3.5% convenience fee will be added for use of a credit/debit card.:

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 _____

Cell Phone _____ Email Address: _____

Signature **X** _____ Date _____

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT. STALLION MARKETING MANAGER/EUROPEAN AGENT WILL SIGN AND RETURN COPY TO YOU.