

**STALLION OWNER: Kim Dean 413 N Union Whitesboro, TX 76273**  
**903-815-3347 (Kim Dean Mobile) 903-651-0120 FAX Email: KimDeanTX@aol.com**  
**413 N. Union Whitesboro, TX 76273 (MAIL/EMAIL/FAX CONTRACTS HERE)**  
**Breeding Manager: Kimberly Howard 940-230-6778**  
**Return Tank to: Kim Dean c/o Manion Ranch 10300 US Hwy 377 N Pilot Point, TX 76258**  
**To Order Frozen Semen in US/Canada: Kim Dean 903-815-3347 Cell**

**HUNTIN FOR CHOCOLATE**  
**FROZEN SEMEN ACQUISITION AGREEMENT**

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 1996 AQHA Stallion **Huntin For Chocolate** AQHA Reg# 3809468 (now deceased).

**Semen Acquisition Fees and Terms:**

**1. SEMEN ACQUISITION FEES US, CANADA:**

Breeder shall pay a frozen semen acquisition fee of:

\_\_\_\_ \$ 700.00 US in exchange for **2 straws** to be used for ICSI ONLY

**2021 Early Payment Discounts:**

\_\_\_\_ \$1,500.00 US *Early Payment Discount by 2/15/2021* in exchange for 3 doses of frozen semen

\_\_\_\_ \$1,350.00 US *Early Payment Discount by 2/15/2021 \*Trainer Discount* in exchange for 3 doses of frozen semen

(Trainer Name MUST be on papers or mare will not be put on Stallion Breeding Report/Trainer Must Derive 90% of income from training)

\_\_\_\_ \$1,350.00 US *Early Payment Discount by 2/15/2021 World//Congress/NSBA/APHA/ApHC Champion/Res or Producer of*

**same in exchange for 3 doses of frozen semen to be used ONLY on named mare below (MUST provide proof of award when submitting contract)**

Mare: \_\_\_\_\_ Breed \_\_\_\_\_ Reg# \_\_\_\_\_ Attached proof \_\_\_Yes \_\_\_No

**2021 Breeding Fees:**

\_\_\_\_ \$1,750.00 US in exchange for 3 doses of frozen semen

\_\_\_\_ \$1,600.00 US **\*Trainer Discount** in exchange for 3 doses of frozen semen

(Trainer Name MUST be on papers or mare will not be put on Stallion Breeding Report/Trainer Must Derive 90% of income from training)

\_\_\_\_ \$1,600.00 US for World//Congress/NSBA/APHA/ApHC Champion/Res or Producer of same in exchange for 3 doses of frozen

semen to be used ONLY on named mare below (MUST provide proof of award when submitting contract)

Mare: \_\_\_\_\_ Breed \_\_\_\_\_ Reg# \_\_\_\_\_ Attached proof \_\_\_Yes \_\_\_No

\_\_\_\_ \$ 800.00 US Stallion Service Auction Chute Fee (includes 3 doses)—may purchase two additional doses for \$1000.00 in 2021 from (see terms in #2 below)

**2. \*\*\* ONE REBREED DOSE (see important terms and conditions for eligibility for additional dose)**

\_\_\_\_ \$950.00 US for one additional dose of Frozen Semen which *may* be available for purchase in 2021 if mare is not pregnant or in 2022 and ONLY to Breeders who purchased THREE doses of Frozen Semen for use in the 2021 breeding season and ALL of the following conditions are met by Breeder:

- 1) Breeder had no surviving pregnancies in 2021: and NO live foals in 2022; and no frozen embryos; from the purchase of THREE doses of Frozen Semen in 2021 from Huntin For Chocolate; and
- 2) No frozen semen straws from Huntin For Chocolate are left after all breeding attempts in 2021; and
- 3) Vet certification letter MUST be submitted verifying no current pregnancies, no live foals, no frozen embryos,

3. **ADDITIONAL BREEDINGS AND 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 a mare produces a live foal. Any additional registration applications from the 2021 breeding of any mare that successfully produces a live foal will be at the rate of \$1500.00 US. per foal. See #6, 6a, 6b below for additional conditions.

\_\_\_\_\_ \$1500.00 US Per ADDITIONAL Registration Application(s)/Additional Foal/Frozen Embryo, etc..

4. **US/Canadian Breeders** agree to pay all shipping fees (US/Canadian Delivery only) via either overnight or 2<sup>nd</sup> Day Delivery of the frozen semen and agree to pay for the return of the tank via Federal Express 2<sup>nd</sup> Day Delivery. **Tank must be returned the following business day and be received within 2 days two business days after initial delivery to Breeder.** Breeder agrees that any tank returned late (day 3 and on) will be charged a \$50.00 per day late fee. If tank is not returned within 7 days, Breeders credit card will be charged, and Breeder agrees to pay \$950.00 for a replacement tank.

5. Breeder may, at their discretion, use this Frozen Semen to breed one or more mares **providing the following conditions are met:**

\_\_\_\_\_ Breeder shall promptly notify Stallion Owner of any mare who is in foal; any recipient mare who is in foal; any frozen embryo which has been stored, etc.;

\_\_\_\_\_ Submit a copy of ALL registration papers with current owner(s) of any mares bred with this Semen;

\_\_\_\_\_ Submit all Breeding dates of the mare(s) that were bred on or before October 31, 2020 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 October 31st 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 HUNTIN FOR CHOCOLATE provided the breeder pays an additional fee of \$1,500.00 per additional breeders certificates subject to all conditions outlined in Section '5' above 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 Stallion Owner.

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 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.

7. **Other Services & Expenses.** Stallion Owner is selling Frozen Semen ONLY and is providing no other service to Breeder (such as insemination, boarding services, etc.).

- 8. Disclaimer.** With signature of Breeder or Breeders agent on this contract, Breeder or Breeders Agent certifies they understand that **Stallion Owner represents the frozen stored at the frozen semen storage facility is considered average commercial grade and upon thawing may be ~ 30-35% motility with ~ 31% viable.** 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.
- 9. Live Foal Guarantee.** There is NO Live Foal Guarantee. There are NO Rebreds.
- 10. 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 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
- 11. 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.
- 12. 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 Frozen Semen Acquisition fee, or Rebreed Dose Fee, or the Stallion Service Auction Chute fee.**
- 13. Genetic Testing Results For HUNTIN FOR CHOCOLATE:**  
GBED N/G HERDA N/N PSMM1 N/N MH N/N LETHAL WHITE OVERO N/N HYPP 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, text or email your credit card information.**

- \_\_\_ Frozen Semen Shipping Fee via FedEx Next Day Priority Overnight Delivery at \$450.00 US ONLY
- \_\_\_ Frozen Semen Shipping Fee FedEx Next Afternoon or 2<sup>nd</sup> Day Air \$400.00/Shipment US ONLY
- \_\_\_ Frozen Semen Shipping Fee via FedEx Next Day Air SATURDAY \$490.00/Shipment US ONLY
- \_\_\_ Frozen Semen Shipping Fee via FedEx TWO day delivery \$450 US—CANADA ONLY
- \_\_\_ Counter To Counter Air \$450/Shipment US ONLY
- \_\_\_ Pick Up Semen (**Your Tank**): \$275/pickup US ONLY
- \_\_\_ Canadian Breeders will pay for all permits (\$450 US) and additional shipping fee (\$450 US two day delivery)
- \_\_\_ Delivery, Permit Fees, Etc to be charged by our agent in Europe
- \_\_\_ Payment Plan  Y  N Payment plan \_\_\_ \$500 due w/contract and balance of total breeding fee is due a *minimum of two weeks prior to shipping.*

I, the Breeder/Agent, with my signature and credit card information below, understand the Huntin For Chocolate carries the Gbed gene. I also, 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. **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 Afternoon 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 3 and on) will be charged a \$50.00 per day late fee. Understand if the tank is not returned within 7 days, my credit card, will be charged \$950.00 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:** (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

\_\_\_\_\_ Cell Phone \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

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