

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: Kim Dean 903-815-3347

Return Tank Overnight Fedex to Stallion Manager: Keith Feister 10724 Grice Rd Marietta, OK 73448

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

To Order Semen in Europe: Email: centrostalloni@aafvg.it EU-Centre -Italy Phone:+39 0432 672184

ONLY IN THE MOONLITE
2025 ICSI and ADDITIONAL EMBRYO(S) CONTRACT

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:

BREEDING: The Mare Owner hereby engages one service the 2004 AQHA Stallion, **ONLY IN THE MOONLITE** (“Stallion”) AQHA# **4652885 (now deceased)** for the following Mare for the 2025 breeding season by intracytoplasmic sperm injection (“ICSI”) at _____ ICSI laboratory.

Mare: _____ Reg# _____ Breed _____

BREEDING FEES AND BOOKING FEE FOR ICSI IN 2025 & PRIOR YEARS:

All fees below include a non-refundable chute/booking fee

We offer a Card Price and Cash/Check Price for all goods and services

A) _____ The Breeding Fee in 2025 shall be **\$1750.00**(check) or **\$1811.25**(card) which includes a non-refundable booking fee of **\$750.00**, which is payable with this Agreement to Stallion Owner. Upon the successful obtaining of an embryo, the balance of the breeding fee of **\$1000.00** shall be paid together with any other fees due when the embryo is 30 days positive pregnancy in a recipient mare.

B) _____ The ADDITIONAL Embryo Breeding Fee for ANY ADDITIONAL EMBRYOS retrieved from any ICSI procedures including Cryopreserved Embryos in 2025, will be at the rate of **\$1,500.00** per embryo. A **\$750.00** booking fee **MUST BE PAID**, and an additional contract *must be completed* upon implantation of EACH embryo in a recipient mare **OR** for any Cryopreserved Embryos during the 2025 breeding season. Additionally, when the recipient mare is 30 days in foal, the **\$1000.00** balance will be due in order to receive a breeder’s certificate. Late notifications and/or late payments of the Booking Fee or Breeding Fee may incur an additional \$500.00 late fee to receive a breeder’s certificate.

C) _____ The ADDITIONAL Embryo Breeding Fee for ALL ADDITIONAL EMBRYOS retrieved from SEMEN DOSES owned and stored by the Mare Owner and purchased from any year PRIOR to 2025 will be at the rate of **\$1,500.00** per embryo in 2025. A **\$750.00** booking fee **MUST** be paid, and an additional contract *must be completed* prior to the implantation of EACH embryo in a recipient mare or for ANY Cryopreserved Embryos. Additionally, when the recipient mare is 30 days in foal, the **\$750.00** balance will be due in order to receive a breeder’s certificate. Late notifications and/or late payments of the Booking Fee or Breeding Fee may incur an additional \$500.00 late fee in order to receive a breeder’s certificate.

D) _____ Additional Cryopreserved/Vitrified (frozen) embryo(s) Breeding Fees in 2025 and prior years. A **\$750.00** booking fee **MUST** be paid, and an additional contract *must be completed* when EACH Cryopreserved/Vitrified (frozen) Embryo(s) is frozen. The **\$750.00** balance of the breeding fee will be due

when the recipient is 30 days in foal. Non-notifications and/or late payments of the Booking Fee or Breeding Fee may incur an additional \$500.00 late fee in order to receive a breeder's certificate.

E) _____ Breeding Fees for mares already bred/in foal from years 2024 and prior, that have produced MORE than one foal must pay an additional \$1500.00 breeding fee per each additional embryo/and or offspring. A \$250.00 late fee will be charged if breeding dates are not given to the Stallion Owner by September 1st of the breeding year in order to put mare on the Stallion Breeding Report.

F) _____ If Frozen Semen Straw is NOT stored at the ICSI Lab of Mare Owner's choice, Mare owner must pay for the shipment of ICSI straw to ICSI Lab. The fee is \$395.00(pd by check) \$408.83 (pd by card) via FedEx to ICSI Facility and \$150.00(check) or \$155.25(card) returning frozen semen tank via FedEx Return Label from ICSI Facility back to Brightstone Ranch. Mare Owner is entitled to use ONE cut of ICSI straw for THIS contract and ICSI procedure. Additional cuts for additional ICSI attempts are \$500.00 each and must be paid prior to the next attempt.

G) _____ Mare Owner is entitled to use ONE cut of ICSI straw for this contract and one ICSI procedure. Additional cuts are \$500.00 (pd by check) or \$517.50 (pd by card) each.

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 or 940-686-0869. _____ Initial Here

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 within 3 days of the transfer date.

_____ 2) Stallion Owner MUST be notified of the total number of embryos Cryopreserved/Vitrified (frozen) within three (3) days after the ICSI procedure is performed. All Cryopreserved/Vitrified (frozen embryos) MUST fill out a new contract with a \$500.00 down payment PER embryo. The \$1000.00 balance will be due when the mare is 30 days in foal.

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

_____ 4) Stallion Owner MUST be notified when ALL 30-day positive pregnancy checks are achieved. The \$1000 balance is due when mare is 30 days on foal.

_____ 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 any ICSI procedures. The Balance of the breeding fee MUST be paid at that time.

_____ 7) It is the Mare Owner's responsibility to notify the Stallion Owner by August 1st of any and all breeding dates for any recipient mare in foal in order to be put on the Stallion Breeding Report or a \$250.00 late fee will be charged to put mare on the Stallion Breeding Report.

_____ 8) Any deviation from any of the terms described in this contract may result in an unregistrable foal.

5. MULTIPLE EMBRYOS: See Contract Terms under 2A through 2E. No Breeding Certificate for any foal shall be issued without additional payment for additional embryos and/or offspring. Failure to notify STALLION OWNER of ALL Additional 30-day positive pregnancy checks and failure to pay the total breeding fee(s) may result in a late fee of \$1000.00 per embryo in order to obtain Breeding Certificate.

_____ Mare Owner Initial Here

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. _____ **Initial Here**

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

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.
- g) 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 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 Small Claims Court located in Grayson County, Texas and shall be construed and enforced under the laws of the State of Texas. *All objections to venue are waived.* Both parties agree 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. 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 or any previous contract

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 or the original contract from a previous year. _____ **Initial Here**

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. **Initial Here**

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 or the original contract from a previous year. **Initial Here**

14. Contract: When the mare owner 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. **Initial Here**

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: SEMEN WILL NOT BE RELEASED WITHOUT ALL FEES BEING PAID
NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. FEES IN US DOLLARS**

We offer a Card Price and Cash/Check Price for all goods and services.

Make checks payable to KIM DEAN 413 N Union St Whitesboro, TX 76273 903-815-3347 kimdeantx@aol.com

Fill out, fax, text or email your credit card information. Shipping Fees in US/Canada

- ___ Frozen via FedEx Next Day Priority Overnight Delivery at \$395.00(pd via check) \$408.83(pd via card)
- ___ Frozen Semen Shipping Fee FedEx TWO day delivery in CANADA \$400(pd by check) \$414(pd by card)
- ___ DISCOUNTED \$150(pd by check) \$155.25(pd by card) Prepaid Return FEDEX LABEL (IN US ONLY)
- ___ DISCOUNTED \$250(pd by check) \$258.75(pd by card) Prepaid Return FEDEX LABEL (From CANADA)
- ___ Pick Up Semen (**Your Tank**): \$250/pickup(check), \$258.75(card)/(**My Tank**): \$275/pickup(check), \$284.63(card) US ONLY (must be returned same day)
- ___ Additional Cuts to ICSI straw \$500(check), \$517.50(card)
- ___ Canadian Breeders will pay for all permits \$300 (check) \$310.50 (card) and \$400(check) \$414(card) additional shipping fee \$400(check), \$414(card) US with two day delivery
- ___ Delivery, Permit Fees, Etc to be charged by our agent in Europe

RETURN TANK: BRIGHTSTONE RANCH Keith Feister 10724 Grice Rd Marietta, OK 73448

FROZEN SEMEN TANK/BOX – MUST BE RETURNED AT MARE OWNER’S EXPENSE:

Mare Owner/Agent: _____

Signature: **X** _____ Date _____

Address/City/State/Zip _____

Telephone: (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

STALLION REPRESENTATIVE SIGNATURE: _____ Date _____

Card Information: With my signature, I request that my card be charged for any and all fees in regards to this breeding contract. I understand there is a Card Price and a Cash Price (see page 1 of breeding contract). I may pay in advance by check or if card information is filled out, you are directed to use this card (or any other card provided by me) to be charged upon receipt of this contract. All fees are subject to change without notice.

___ Visa ___ MasterCard ___ AmExp ___ Discover ___ I Will Pay by Check Prior to Shipment

Name of Cardholder: _____

Billing Address: _____ City _____ State _____ Zip _____

Card # _____ Exp Date _____ 3/4 #'s on back of card _____

Signature _____ Phone _____

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