

**FROZEN SEMEN OWNER: Kim Dean 903-815-3347 Email: KimDeanTX@aol.com 903-651-0120 FAX
MAIL/EMAIL/FAX/TEXT CONTRACTS TO KIM DEAN 413 N. Union Whitesboro, TX 76273
For All Contracts: Kim Dean 903-815-3347 KimDeanTX@aol.com www.thebreedingbarn.com
Breeding Farm/Stallion Manager: Keith Feister
Return Tank Overnight Fedex/UPS to: 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**

CERTAIN POTENTIAL

FROZEN SEMEN AGREEMENT VIA ARTIFICIAL INSEMINATION (no ICSI)

I hereby agree on this the _____ day of _____ 20____ to breed the mare below to the Stallion,

CERTAIN POTENTIAL AQHA# 3446358 for the 20____ season using frozen semen subject to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner on Papers _____

The Total Breeding Fee(s) for the stallion above for the current season which INCLUDES the non-refundable \$1000.00 Chute Fee are as follows:

FROZEN SEMEN FEES ALL IN U.S. DOLLARS:

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

_____ \$ **Breeding Fee \$2250.00** (by check) **\$2328.75** (by card) (includes 2 doses of frozen semen)
_____ \$ **SSA Chute fee** (includes 1 dose of frozen semen) **\$1000.00** (by check) **\$1035.00** (by card)
_____ \$ **DQHA SSA Chute fee 0.00 US plus \$ NO Frozen Semen Fee** (includes 1 dose of frozen semen)
_____ \$ **Additional Mare Bred/Conceived with frozen semen left over from a full priced breeding with doses purchased in 2025 \$1500.00** (by check) **\$1552.50** (by card).
_____ \$ **Additional Mare Bred/Conceived with frozen semen left over from a full priced breeding with doses purchased PRIOR to 2025 \$1500.00** (by check) **\$1552.50** (by card).

All Breeding Fees are payable to Frozen Semen Owner. All fees for shipping must be paid prior to shipment. The Total Breeding Fee shall be payable upon execution of this contract and must be paid a minimum of (10) days BEFORE semen will be shipped unless paid by card which may be paid any time prior to shipment. At no time will any shipments be made without the Total Breeding Fee being paid in advance. Shipping will be provided by Frozen Semen Owner (in US) or our Agent in Canada (for Canadian Shipments) or our Agent in Italy for our European breeders. All costs for shipping or picking up semen will be paid by the Breeder to Kim Dean for US Shipments or to our Agent in Canada or our agent in Europe PRIOR to shipping.

1. The Breeding Manager will begin shipping frozen semen at any time during the before or during the current breeding season. **A request for a shipment of frozen semen should be made a minimum of 10 days before frozen semen is needed to for us to have an available tank. At no time will the Frozen Semen Owner make a guarantee that frozen semen will be available.** Any late orders for semen accepted that involve hiring a courier to deliver semen to a Federal Express drop-off location will result in an additional \$75 courier fee. We will ship on a first requested, first shipped basis. At no time will the Frozen Semen Owner make a guarantee that frozen semen will be available on a specific breeding day. **Shipping days for frozen semen are on Tuesday and Thursday ONLY during breeding season.**
2. The Breeding Manager agrees to ship frozen semen as described above. If a mare fails to settle for any reason, Breeder will hold Frozen Semen Owner or the Breeding Farm blameless. Frozen Semen Owner bears no

- responsibility for the frozen semen after it is shipped and/or has left the breeding/frozen semen facility. This includes but is not limited to broken straws, late deliveries by any delivery companies including Express Shipping and/or Airlines and/or Courier Services. Breeders may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen. Initial Here
3. Any frozen semen doses that remain after the mare has conceived may **ONLY be used on the mare named above** and in the following ways: 1) Left over frozen semen may be stored at Breeders expense and used in the event of a rebreed situation during the current or following breeding season; or 2) Frozen semen may be stored at the Breeders expense if they choose to bred the above named mare again the following breeding season and **ONLY** with payment of a new total breeding fee **PRIOR** to breeding and only with the execution of a new breeding contract signed by the Frozen Semen Owner. Initial Here
 4. **THIS FROZEN SEMEN MAY NOT BE USED ON ANY MARE OTHER THAN THE MARE NAMED ABOVE ON THE ORIGINAL CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF THE FROZEN SEMEN OWNER and Breeder must have a NEW fully executed contract and have paid ALL fees PRIOR to breeding or they will not be issued a breeder's certificate without an additional \$500.00 (US) late fee paid.** Initial Here
 5. **IT IS THE MARE OWNER'S RESPONSIBILITY TO NOTIFY THE FROZEN SEMEN OWNER OF THE FROZEN SEMEN BREEDING DATES PRIOR TO SEPTEMBER 1ST OF THE CURRENT BREEDING YEAR SO MARE MAY BE INCLUDED ON THE BREEDING REPORT. ANY BREEDER WHO HAS NOT REPORTED THE BREEDING DATE WILL BE CHARGED A \$250.00 US LATE FEE TO FILE AN AMMENDED STALLION BREEDING REPORT TO ADD THEIR MARE.** Initial Here
 6. **THERE IS NO LIVE FOAL GUARANTEE.** Initial Here
 7. There are no Paint Color Guarantees. Initial Here
 8. **Should more than one embryo or foal result from a breeding, Breeder must pay an additional Total Breeding fee for each additional embryo and/or foal within thirty (30) days of the last breeding date to receive a breeder's certificate for all additional foals.** Should the Breeder **NOT** comply with all the stipulations of this contract but does pay the additional total breeding fee and remit a signed breeding contract, the Frozen Semen Owner may agree to give a breeder's certificate, upon payment of an additional \$500.00 US late charge. Initial Here
 9. No refunds will be given at any time for any fees including but not limited to the stallion breeding fee, chute fee, frozen semen fee, semen shipment fees, document fees, etc. **THIS BREEDING/FROZEN SEMEN MAY NEVER BE SOLD.**
 10. The parties acknowledge that this agreement is made and performed within the County of Grayson, State of Texas, USA. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the Small Claims Court in Whitesboro, 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 stud fee that was paid in the original contract. The Breeder also agrees that at no time is the chute fee refundable for any reason. Initial Here
 11. When the Breeder signs and returns this contract to the Frozen Semen Owner and the Frozen Semen Owner Signs the 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.
 12. 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 email, mail, text, or facsimile, with all 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 Frozen Semen 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 if the mare is being rebred. Initial Here
 14. 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.
 15. **Genetic Testing Results:** MH N/N; PSMM N/N; HYPP N/N; GBED N/N; HERDA N/N MYHM N/N OWLS N/N

FEES: THE BREEDING FARM WILL NOT SHIP FROZEN SEMEN WITHOUT ALL THE FEES BEING PAID PRIOR TO THE SHIPMENT OR PICKUP---- NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. Please Make Your Check Payable to KIM DEAN or fill out, fax, scan/email or call in your card information.

Fees for shipping in US

_____ Frozen Semen Pick Up Fee/Your Tank \$275 (by check) \$284.63(by card); If Tank Needs Charged with Liquid Nitrogen, the fee is an additional \$75.00 US (by check) or \$77.63(by card)

_____ Frozen Semen Federal Express Priority Overnight or next afternoon shipping within the US \$395 by check or \$408.83 by card plus \$150 (by check) or \$155.25 (by card) for the Return Pre-Paid Fedex Label to Return Tank.

Frozen Semen tank must be returned at Mare Owner expense via Fedex next day delivery—with discounted Pre-Paid Label that will be sent with shipment in U.S. MUST BE RETURNED the day after the tank is received or a \$50/day rental fee beginning on day 2 or if not received after 5 days, card will be charged \$950.00 for the tank.

Breeder
(Print Name): _____

Signature/Mare Owner or Agent: **X** _____ Date _____

Address/
City/State/Zip: _____

Phone: (Work): _____ (Home): _____ (Cell): _____ (Fax) _____

E-MAIL ADDRESS

FROZEN SEMEN OWNER 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 Statement Address: _____ City _____ State _____ Zip _____

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

Signature _____ Phone _____

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.

FROZEN SEMEN OWNER WILL SIGN & RETURN COPY TO MARE OWNER/AGENT.