

STALLION OWNER: Jane Backes 11616 Wander Lane Dallas, TX 75230

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

Kim Dean 413 N. Union Whitesboro, TX 76273 903-651-0120 FAX (MAIL/FAX CONTRACTS HERE)

STALLION MANAGER/BREEDING FARM: Rick McDonald 903-816-1559 390 Gunter Road Whitesboro, TX 76273

To Order Semen: Kim Dean 903-815-3347 Cell

GOOD MACHINERY **COOLED TRANSPORTED SEMEN AGREEMENT**

I hereby agree on this the _____ day of _____ 20__ to breed the mare below to the Stallion, **GOOD MACHINERY**, AQHA Reg# 5169595 for the **2018** season using cooled transported semen subject to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner on Papers _____

The Total Breeding Fee for GOOD MACHINERY for the 2018 season is: \$ _____ payable to Kim Dean.
(This Total Breeding Fee is broken down separately as Stud Fee \$ _____ and non-refundable
Chute Fee \$ **300.00**.)

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 with cashiers check, money order, or credit card which may be paid anytime prior to shipment. At no time will any shipments be made without the Total Breeding Fee and all shipping fees being paid in advance. There is a \$300.00 fee per shipment of cooled semen which includes shipment via Federal Express within the United States and \$375.00 to Canada. Additional charges of \$30.00 for Saturday Federal Express deliveries. If Semen is picked up at the ranch, the fee is \$175 per semen packet per mare if the Mare Owner provides a shipping container or \$200 if Breeding Farm provides the shipping container. If shipment needs to be sent same day via Air Cargo within the U.S., the customer will pay a \$375 shipped semen fee prior to shipment of semen or \$400 when shipped to Canada. All semen shipment fees and or semen pickup fees **MUST BE PAID** prior to shipment.

1. Breeding Manager will begin shipping cooled semen on February 15th of the current breeding season and end on June 30th. **A request for a shipment of cooled semen must be made by 5:00pm C.S.T. the evening PRIOR to shipping time.** Cancellation must be made by 8:00 a.m. C.S.T. on shipping day to avoid a \$75 cancellation fee. **One dose of semen will be sent per shipment.** 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 served basis. At no time will the Stallion Owner make a guarantee that cooled semen will be available on a specific breeding day. Shipping days are Monday, Wednesday, Friday only. We will not ship on any non-breeding days.
2. The Breeding Manager has the right to set a limit of two (2) shipments per breeding cycle per mare and no more than five (5) shipments per breeding season per mare. The Breeding Manager reserves the right to require the mare owner transport the mare to the breeding farm if more than five (5) shipments per breeding season are requested.
3. Breeding Manager agrees to ship cooled semen as described above. If a mare fails to settle for any reason, mare owner will hold Stallion Owner, Stallion Manager or Stallion Marketing Manager blameless. **Stallion Owner, Marketing Manager and Breeding Farm bear no responsibility for the semen after it is shipped, picked up or is taken from the breeding farm.** This includes but is not limited to late deliveries by Federal Express and/or Airlines and/or Courier Services. Mare Owner may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen.
4. ***Cooled Semen Disclaimer:*** Semen is shipped on a first call, first serve basis with farm mares receiving 1st priority. Please remember that a cooled semen contract does not guarantee semen will be available. Breeder makes no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The Mare Owner acknowledges that the use of cooled semen is an emerging technology that the Stallion Owner, Stallion Marketing Manager and/or the Stallion Breeding Manager cannot guarantee in any respect. Stallion Owner, Stallion Marketing Manager and/or the Stallion Breeding Manager make no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner.
5. A Live Foal Guarantee will apply for one year only to those mares that conceive and carry a pregnancy at least sixty (60) days from insemination (see other stipulations in contract). To be eligible for a live foal guarantee, a confirmation of pregnancy must be submitted from a veterinarian in the form of a documented ultrasound picture prior to the end of

current breeding season. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if Stallion Marketing Manager is notified within seven (7) days thereof and receives a veterinarian's statement confirming death within 30 days.

6. Return re-breed privileges shall apply only to the next normal breeding period and Stallion Owner and/or Stallion Marketing Manager reserves the right to require the mare owner to transport the mare to the breeding farm. A non-refundable rebreed Chute Fee must be paid prior to any mare being re-bred. A substitute mare may be used at the sole discretion of the Stallion Marketing Manager or the Stallion Owner only if the original mare has died or is deemed unfit for breeding. No refunds will be given at anytime for any fees for any reason including but not limited to the chute fee or semen shipment fees.
7. The Stallion Breeding Manager has the right to require any mare who is eligible for a re-breed to come to the breeding farm by February 15th of the next breeding season. At the minimum, the Stallion Breeding Manager requires and Mare Owner agrees that any mare that is to be re-bred must have a clean/negative culture faxed to the Stallion Marketing Manager at 903-651-0120 prior to the start of breeding season; be under lights by November 15th prior to the next normal breeding season and be ready to be bred prior to the end of February of the next normal breeding season.
8. Paint Color Guarantee is for the following breeding season only and only with payment of a Paint Chute Fee to be equal to exactly one-half of the advertised total breeding fee. All other rebreed guarantees as stated in paragraph 5, 6, 8, 9 and 10.
9. Should more than one embryo or foal result from a breeding, Mare Owner must pay an additional Total Breeding fee for each additional embryo within ninety (90) days of the last breeding in order to receive a breeding certificate for additional foals.
10. The parties further agree that should the Stallion die, be sold or become unfit for service for *any* reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder except that the Mare Owner shall pay for all other expenses actually incurred including but not limited to the payment of any outstanding fees including breeding fees, shipped semen fees, board, etc and the Stallion Owner may return the breeding fee, less the chute fee to the Breeder provided the mare is not in foal.
11. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. In the event the Stallion Marketing Manager or Stallion Owner agrees to the transfer or assignment of the "live foal guarantee" rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable. No refunds will be given at anytime for any fees including but not limited to the chute fee or semen shipment fees.
12. A Breeder's Certificate will be issued to the mare owner only after all expenses have been paid in full and upon notification of the birth of the foal. Only one Breeder's Certificate will be issued for each Total Breeding Fee paid. Embryo Transfers that result in two or more embryos and two or more foals born each must have a separate Total Breeding Fee paid per live foal.
13. 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 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 stud fee that was paid.
14. When the mare owner signs and returns this contract to the Stallion Marketing Manager 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. Genetic Test Results: GBED-N/N; HERDA-N/HRD; HYPP-N/N; MH; N/N; PSSM1; N/N If you have a Zippo Pine Bar bred mare and you book a mare and have a paid contract and do not have a HERDA test, we will pay for the HERDA test through Animal Genetics Inc. Please go to www.horsetesting.com for a form and call us for billing information.
16. 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, with facsimile signatures binding the party so signing.
17. 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.

FEES: THE BREEDING FARM WILL NOT SHIP SEMEN WITHOUT ALL FEES BEING PAID PRIOR TO 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 or call in your credit card information.

- _____ Shipped Semen Fee via Federal Express (lower 48 states) \$300.00/Shipment with One Dose per shipment
- _____ Shipped Semen Fee via Federal Express (CANADIAN SHIPMENTS) \$375/Shipment with One Dose per shipment
- _____ Saturday Federal Express Shipment (One Dose) -- Add \$30/shipment (in US or Canada)
- _____ Counter To Counter Air \$375/shipment(U.S.) or \$400/shipment to Canada with One Dose per shipment
- _____ Pick Up Semen (**Your Container**): \$175/pickup with One Dose per shipment —\$200 if farm provides container.
- _____ Chute Fee or Stallion Service Auction Chute Fee (Shipped Semen Only)
- _____ Embryo Transfer Mare (1 Total Breeding Fee per Embryo)

Mare Owner: _____

Signature: X _____ Date _____

Address _____

City/State/Zip: _____

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

E-MAIL ADDRESS _____

STALLION MARKETING MANAGER

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 _____

Signature _____ Phone _____

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