

**STALLION OWNER: Tim & Mary Beth Ruckman Scottsdale, AZ**

**BREEDING MANAGER: Kim Dean (Agent) 903-815-3347 Email: KimDeanTX@aol.com**

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

**Frozen Semen Location in US: Brightstone Ranch 10724 Grice Rd Marietta, OK 73448**

**To Order Frozen Semen in Canada: Dr. Brian Heide Red Deer, Alberta 403-341-3875 heidevet@hotmail.ca**

**US Stallion Collection Facility: RS Equine Reproduction Roger Souzer Scottsdale, AZ**

**TO ORDER FROZEN SEMEN IN US: Contact Kim Dean (Agent) 903-815-3347 kimdeantx@aol.com**

## GUNS AND DYNAMITE

### COOLED / FROZEN / ICSI CONTRACT

(ALL FEES IN U.S. DOLLARS)

I hereby agree on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to breed the mare identified below to **GUNS AND DYNAMITE AQHA Reg.# 5767686 / GUNS AND DYNAMITE APHA Reg.# 01067046** for the **2027** breeding season, using cooled and/or frozen semen, subject to the following terms and conditions.

Name of Mare: \_\_\_\_\_

AQHA #: \_\_\_\_\_ APHA #: \_\_\_\_\_ Owner on Papers: \_\_\_\_\_

#### BREEDING FEES

The Total Breeding Fee for the current season includes the non-refundable \$500.00 Booking/Chute Fee. We offer a Card Price and a Cash/Check Price for goods and services; fees shown below reflect the Cash/Check Discount.

\_\_\_\_\_ \$2,500.00 - Frozen Semen: includes two (2) doses (\$2,000.00 Stud Fee / \$500.00 Booking/Chute Fee).

\_\_\_\_\_ \$2,500.00 - Cooled Semen (\$2,000.00 Stud Fee / \$500.00 Booking/Chute Fee).

\_\_\_\_\_ \$2,500.00 - ICSI (\$2,000.00 Stud Fee / \$500.00 Booking/Chute Fee).

\_\_\_\_\_ \$2,000.00 - Each additional pregnancy conceived using frozen semen doses, from the remaining semen supplied under this Contract in 2025, 2026, 2027, must pay the discounted \$2000.00 breeding fee when any mare is 30 days in foal. Fee must be paid no later than 45 days in foal (subject to a \$250 late fee) and is subject to the additional provisions in this contract. (\$1500.00 Stud Fee / \$500.00 Booking/Chute Fee)

\_\_\_\_\_ \$1,500.00 – Early Payment 12/31/26 (\$1,500.00 Stud Fee / \$500.00 Booking/Chute Fee).

\_\_\_\_\_ \$500.00 - Stallion Service Auction Booking/Chute Fee; includes two doses of frozen; or cooled is available.

\_\_\_\_\_ \$500.00 - Rebreed Booking/Chute Fee; includes one (1) dose of frozen semen or 1 dose of cooled semen.

\_\_\_\_\_ \$275.00 - Each additional dose of frozen semen, only with permission of Stallion Owner/Breeding Manager.

\_\_\_\_\_ \$300.00 - Additional Mexico Import Fee, payable to Jorge Montemayor.

## **COOLED SEMEN - SHIPPING AND ORDER PLACEMENT**

1. \_\_\_\_\_ **INITIALS Frozen Semen Backup:** *Breeding Manager (Agent) strongly recommends that Mare Owner have Guns and Dynamite frozen semen on hand in case cooled semen is unavailable.*
2. \_\_\_\_\_ **INITIALS Availability:** Breeding Manager (Agent) will begin shipping cooled semen on February 1 of the current breeding season until June 15<sup>th</sup>, 2027.
3. \_\_\_\_\_ **INITIALS Shipping Days:** Cooled semen shipping days are Monday, Wednesday, and Friday ONLY. No shipments will be made on non-breeding days. Orders are handled on a first-called, first-shipped basis.
4. \_\_\_\_\_ **INITIALS Ordering and Cancellation:** Requests for cooled semen must be made by 6:00 p.m. Central Time on the evening PRIOR to a shipping day. Cancellations must be made by 7:00 a.m. Central Time on shipping day to avoid a \$100.00 cancellation fee. Accepted late orders requiring a courier to a FedEx drop-off location will incur an additional \$200.00 courier fee.
5. \_\_\_\_\_ **INITIALS Doses:** One (1) dose of cooled semen will be sent per shipment.
6. \_\_\_\_\_ **INITIALS No Availability Guarantee:** *Mare Owner understands that Stallion Owner and Breeding Manager (Agent) do not guarantee that cooled semen will be available on any specific breeding day if stallion is in training or showing.*
7. \_\_\_\_\_ **INITIALS Cooled Semen Disclaimer:** Semen is shipped on a first-call, first-served basis, with on-farm mares receiving priority. A cooled semen contract does not guarantee semen availability. Stallion Owner and their agents make no representation or warranty, express or implied, that cooled semen will reach the insemination point without loss of integrity, quality, or other characteristics.
8. \_\_\_\_\_ **INITIALS Shipping Risk:** Stallion Owner, Breeding Manager (Agent), representatives, and agents assume no responsibility for semen after it is shipped or picked up from the breeding facility and shall bear no costs arising from shipments lost, damaged, or delayed in transit or from the condition of cooled semen upon delivery.
9. \_\_\_\_\_ **INITIALS Frozen Substitution:** If cooled semen is unavailable, Breeding Manager (Agent) may send two (2) doses of frozen semen at Mare Owner's request. Mare Owner is responsible for frozen semen shipping charges and return of the shipping tank. Additional doses of frozen semen are \$275.00 per dose. Contact Breeding Manager, Kim Dean (Agent), 903-815-3347 to order.
10. \_\_\_\_\_ **INITIALS Failure to Settle / Shipping Risk:** If a mare does not settle for any reason, Mare Owner agrees to hold Stallion Owner and Breeding Manager (Agent) harmless. Stallion Owner and Breeding Manager (Agent) assume no responsibility for frozen semen once shipped or after it leaves the facility, including broken or damaged straws, delayed or missed deliveries, or loss or damage caused by shipping companies, airlines, courier services, or other third-party carriers. Mare Owner may purchase available shipping or delivery protection at Mare Owner's expense.

## **FROZEN SEMEN / ICSI**

1. \_\_\_\_\_ **INITIALS Frozen Semen Shipping:** Breeding Manager (Agent) may ship frozen semen within the U.S. throughout the year, before or during the breeding season. Requests should be made at least 5-10 days before semen is needed to allow for tank availability. Frozen semen availability on any particular day is not guaranteed.

During breeding season, frozen semen shipping days are Tuesday and Thursday; shipping outside breeding season is more flexible depending on tank availability. Contact Kim Dean (Agent) at 903-815-3347.

2. \_\_\_\_\_ **INITIALS Dose Limits and Additional Doses:** Breeding Manager (Agent) may limit the number of frozen-semen doses shipped per breeding season. Additional doses may be purchased for \$275.00 per dose and are payable to Stallion Owner, Tim and Mary Beth Ruckman. Mare Owner is responsible for applicable shipping, pickup, Canadian, European, or other destination-related charges.
3. \_\_\_\_\_ **INITIALS U.S. Tank Return:** Mare Owner shall return the frozen-semen tank by FedEx using the prepaid label supplied at Mare Owner's expense on the day received or no later than the following day. Late Friday or Saturday deliveries must be returned on Monday. Late tanks incur a \$50.00-per-day rental fee. If the tank is not received within five (5) days after delivery, Mare Owner shall pay \$650.00 for the tank charged to the credit card on file.
4. \_\_\_\_\_ **INITIALS Shipping Disclaimer:** Breeding Manager (Agent) agrees to ship cooled and/or frozen semen as provided in this Contract. If a mare does not settle for any reason, Mare Owner agrees to hold Stallion Owner, Breeding Manager (Agent), and their agents harmless. Stallion Owner and Breeding Manager (Agent) assume no responsibility for cooled or frozen semen after it is shipped or leaves the facility, including broken straws and late, lost, or missed deliveries by carriers, airlines, or courier services.
5. \_\_\_\_\_ **INITIALS Use of Remaining Frozen Semen:** Frozen semen remaining after the Mare named in this Contract conceives may be stored at Mare Owner's expense for a rebreed of the Mare during the current or following breeding season. If the Mare named in this Contract is in foal and remaining semen is used on another mare owned by Mare Owner, each additional pregnancy requires a new breeding contract and an additional \$2,000.00 Breeding Fee. Mare Owner must notify Breeding Manager (Agent), and new contract and fee must be received no later than the date the additional mare is forty-five (45) days in foal. Failure to timely report the additional pregnancies and pay the required Breeding Fee will result in a \$250.00 Late Fee plus any additional \$100.00 late fees AQHA and/or APHA incurred to add the mare to the Stallion Breeding Report.
6. \_\_\_\_\_ **INITIALS Frozen Embryos:** The original Breeding Fee paid under this Contract includes one (1) Registration Application. If more than one embryo resulting from this breeding is transferred and produces an additional pregnancy(s), each additional pregnancy requires a separate breeding contract and an additional \$2,000.00 Breeding Fee. Mare Owner must notify Breeding Manager (Agent), and an additional contract and fee must be received no later than the date the recipient mare is forty-five (45) days in foal. Failure to timely report the additional pregnancies and pay the required Breeding Fee will result in a \$250.00 Late Fee plus a \$100.00 late fee for any AQHA and/or APHA fees incurred to add the mare to the Stallion Breeding Report.
7. \_\_\_\_\_ **INITIALS Authorized Use Only:** Frozen semen may not be used on any mare other than the Mare named on Page 1 except as expressly permitted in Sections 5 and 6 above or with the express written consent of Stallion Owner or Breeding Manager (Agent). THIS SEMEN MAY NEVER BE SOLD.
8. \_\_\_\_\_ **INITIALS Breeding-Date Reporting:** Mare Owner is responsible for notifying Breeding Manager (Agent) of all frozen-semen and ICSI breeding dates prior to October 1 of the current breeding year. Mare Owner shall be responsible for all AQHA and/or APHA late fees resulting from failure to timely report breeding dates, plus a \$100.00 office fee.
9. \_\_\_\_\_ **INITIALS Live Foal Guarantee and Rebreed Requirements:** A Live Foal Guarantee applies for the following breeding year only to a mare that conceives and carries a pregnancy for at least thirty (30) days from insemination, subject to all other terms of this Contract. To qualify, veterinarian confirmation of pregnancy,

including a documented ultrasound image, must be provided to Breeding Manager (Agent) before the end of the current breeding season. A live foal is a newborn foal that stands and nurses without assistance. If the foal is born dead, rebreed privileges apply only if the Breeding Manager (Agent) is notified within seven (7) days and receives a veterinarian's statement confirming the death within seven (7) days. Rebreed privileges apply to the next normal breeding period. A Live Foal Guarantee does not apply to a mare already being rebred under a prior year's guarantee. The Live Foal Guarantee is non-transferable and non-assignable unless Stallion Owner or Breeding Manager (Agent) expressly agrees in writing.

If the original mare is sold or otherwise disposed of before foaling, the guarantee is void unless such written transfer is approved.

A non-refundable Rebreed Booking/Chute Fee must be paid before any rebreed.

A substitute mare may be used only at the sole discretion of Stallion Owner or Breeding Manager (Agent) if the original mare has died or is deemed unfit for breeding and the substitute meets the same qualifications applicable to any discount originally given.

10. \_\_\_\_\_ **INITIALS Rebreed Mare Requirements**: Any mare to be rebred under this Contract MUST have a clean/negative culture provided to Breeding Manager (Agent) before the breeding season, be under lights by November 30 preceding the next normal breeding season and be ready to breed before the end of March of that breeding season.
11. \_\_\_\_\_ **INITIALS Paint Color Guarantee**: The Paint Color Guarantee applies only to the following breeding season and only if all requirements are met: (1) the mare is single-papered APHA with two APHA parents; (2) the mare carries the W20 and W35 genes; and (3) Mare Owner pays a Paint Booking/Chute Fee equal to one-half of the then-current advertised Total Breeding Fee. All other rebreed requirements in this Contract apply.
12. \_\_\_\_\_ **INITIALS Cancellation and Termination of Contract**: The Live Foal Guarantee is non-transferable and non-assignable except as expressly approved in writing by Stallion Owner or Breeding Manager (Agent). If the Mare is sold, transferred, or otherwise disposed of prior to foaling without such written approval, the Live Foal guarantee is void.
- If the Stallion dies, becomes infertile, unavailable, or otherwise unfit for breeding service, this Contract shall become null and void and the parties shall be relieved of future obligations, while Mare Owner remains responsible for fees and expenses already incurred or outstanding. At Stallion Owner's sole discretion, Stallion Owner may offer available frozen semen or a substitute breeding to another stallion, subject to applicable additional fees.
- This breeding and all rights under this Contract may not be sold, transferred, assigned, or conveyed without the express written consent of Stallion Owner or Breeding Manager (Agent).

13. \_\_\_\_\_ **INITIALS Breeder's Certificate**: A Breeder's Certificate will be issued to Mare Owner only after all fees and expenses have been paid in full. All fully paid contracts will have their Breeder's Certificates released online through AQHA and APHA. Only one (1) Breeder's Certificate/Registration Application will be released through AQHA or APHA for each Total Breeding Fee paid.

If ICSI, embryo transfer, frozen embryos, or use of additional frozen semen results in more than one pregnancy, each additional pregnancy(s) requires a separate breeding contract and payment of the applicable additional Breeding Fee in accordance with Sections above to receive an additional Breeder's Certificate.

No refunds will be given for fees paid under this Contract, including Breeding Fee, Stud Fee, Booking/Chute Fee, semen shipment fees, Canadian fees, Veterinarian fees or other breeding-related fees or expenses, except where otherwise required by law.

14. \_\_\_\_\_ **INITIALS No Sale or Transfer:** THIS BREEDING AND ANY FROZEN SEMEN SUPPLIED WITH THIS BREEDING MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR CONVEYED TO ANOTHER PERSON OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF STALLION OWNER OR BREEDING MANAGER (AGENT).
15. \_\_\_\_\_ **INITIALS Governing Law, Venue and Limitation of Liability:** The parties acknowledge and agree that this Agreement is made and performed in Grayson County, Texas. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any dispute, claim, or legal action arising out of or relating to this Agreement, the breeding contemplated herein, or the relationship between the parties shall be brought exclusively in a court of competent jurisdiction located in Grayson County, Texas including the appropriate Small Claims Court when applicable. Each party expressly consents to such jurisdiction and waives any objection to jurisdiction or venue in Grayson County, Texas. To the fullest extent permitted by applicable law, the total liability of Stallion Owner, Breeding Manager (Agent), Stallion Manager, and their respective owners, employees, agents, and representatives for any claim arising out of or relating to this Agreement shall in no event exceed the Total Breeding Fee actually paid by Mare Owner under this Contract. Under no circumstances shall Stallion Owner, Breeding Manager (Agent), Stallion Manager, or their agents be liable for consequential, incidental, special, exemplary, or punitive damages, including veterinary expenses, loss of use, loss of income, lost profits, loss of foal, diminished value, or other consequential losses, to the fullest extent permitted by applicable law. The Booking/Chute Fee is non-refundable except where otherwise expressly required by applicable law.
16. \_\_\_\_\_ **INITIALS Social Media and Public Communications:** Mare Owner agrees not to publish, post, or distribute any false, misleading, defamatory, confidential, or otherwise unlawful statement or information concerning the Stallion, Stallion Owner, Breeding Manager (Agent), Stallion Manager, or their respective employees, agents, breeding practices, semen quality, fertility, health, or business practices, including through social media, online reviews, forums, or other public communications. *Mare Owner is strongly encouraged to contact Breeding Manager (Agent) directly before posting a complaint or concern publicly or on social media and to provide Breeding Manager (Agent) with a reasonable opportunity to investigate and address the matter.* Nothing in this provision prohibits Mare Owner from expressing an honest opinion, providing a truthful account of Mare Owner's experience, or making a good-faith report to a veterinarian, attorney, governmental, regulatory, breed, or law-enforcement authority.
17. \_\_\_\_\_ **INITIALS Severability and Counterparts:** If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Contract may be executed in counterparts, which together constitute one agreement, and may be transmitted by email, mail, text with signatures binding the party signing.
18. \_\_\_\_\_ **INITIALS Entire Agreement and Binding Effect:** When Mare Owner signs and returns this Contract to Breeding Manager (Agent), it becomes binding on the parties subject to its terms and conditions. This Contract may be modified only by a written agreement signed or otherwise expressly acknowledged in writing by the parties.
19. **Genetic Testing Results:** HYPP-n/n;    GBED-N/N;    HERDA N/N;    MH-n/n,  
                         PSSM1- n/n;    MH- n/n;                    LWO-n/n

\*RETURN FEDEX LABEL, PREPAID BY MARE OWNER WILL BE IN THE SHIPPING BOX.

\*FROZEN TANK MUST BE RETURNED TO FEDEX WITHIN 24 HOURS (EXCEPT LATE FRIDAY DELIVERIES OR \*SATURDAY DELIVERY WHICH MUST BE RETURNED ON MONDAY).

\*ALL TANKS RETURNED LATE WILL PAY A \$50/DAY LATE FEE UNTIL RETURNED.

**SHIPMENT OR PICKUPS**—All Fees for Breeding Fees/Shipping Must Be Paid Prior to Any Semen Being Shipped.

**For Breeding Fees or Extra Frozen Doses: Make Check to TIM & MARY BETH RUCKMAN**

**Mail Check to Kim Dean 413 N Union Whitesboro, TX 76273**

**To pay via card, fill out, scan/email or call-in card information (All US Funds)**

**ALL PRICES ARE SHOWN WITH CASH/CHECK DISCOUNT.**

**Shipping Fees in US are payable in US Funds to: Kim Dean.**

- ☐ Cooled Semen One Dose Per Shipment when available \$495.00 per shipment \$300.00 pickup fee
- ☐ Counter to Counter via Airlines including Courier/Airline Fees/Collection \$600.00 per shipment.
- ☐ Frozen Semen via Federal Express within US \$475 PLUS \$175 Return FEDEX Label to Return Tank within US US funds.
- ☐ Add'l dose of frozen semen: \$275.00 US funds.
- ☐ Add'l Mare bred with extra dose frozen semen MUST be paid when recipient by 45 days in foal US funds \$2000 US funds.
- ☐ Frozen Semen Pick Up: Your Tank if charged/\$200; Your Tank if not already charged/\$275.00 w/in US funds.
- ☐ Frozen Semen Pick Up Fee: ONE DAY Tank Rental \$275.00/ MUST BE RETURNED SAME DAY w/in US funds.

## SIGNATURES

Mare Owner Printed Name: \_\_\_\_\_

Mare Owner Signature: **X** \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Breeding Manager (Agent) Kim Dean: \_\_\_\_\_ Date: \_\_\_\_\_

**Card Information:** With my signature, I request that my card be charged for all fees regarding 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: \_\_\_\_\_

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

Billing Statement Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

**TO PLACE AN ORDER FOR A SHIPMENT CALL KIM DEAN 903-815-3347**

**by 6pm CST the day PRIOR TO A SHIPPING DAY**