

STALLION OWNER: Courtney Moses & Aaron Moses and Kim Dean dba Moses & Dean
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/EMAIL/FAX/TEXT CONTRACTS HERE)
STALLION MANAGER/BREEDING FARM:
Keith Feister 1346 Prairie Grove Rd, Valley View, TX 76272
To Order Semen: Call Kim Dean 903-815-3347 Cell

LL COOL BAY (REBREED CONTRACT)
COOLED TRANSPORTED SEMEN AGREEMENT

I hereby agree on this the _____ day of _____ 20__ to breed the mare below to the Stallion, **LL COOL BAY** AQHA Reg# 4655606 for the **20__** season using cooled transported semen subject to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner on Papers _____

The Total CHUTE FEE (rebreed) is: \$ 350.00 payable to **MOSES & DEAN**. The non-refundable CHUTE FEE (rebreed) shall be payable upon execution of this contract or a minimum of (10) days before semen will be shipped unless the CHUTE FEE (rebreed) is paid with cashiers check, money order, or credit card (credit/debit cards will incur a 4% fee) which may be payable any time prior to shipment. At no time will any shipments be made without the full CHUTE FEE (rebreed) being paid in advance. All semen shipment fees and or semen pickup fees **MUST BE PAID** prior to shipment.

CALL KIM DEAN to place an order for a shipment 903-815-3347.

1. **Collection and Shipping Fees:**

- a. \$325.00 Fee per shipment of cooled semen via Federal Express in US or \$375.00 to Canada with weekday delivery.
- b. \$350.00 Fee for Saturday Federal Express deliveries or \$400.00 to Canada for Saturday Delivery.
- c. \$175.00 Pickup Fee if the Mare Owner brings a shipping box or \$200 if Breeding Farm provides the shipping box (which must be returned or a \$25 fee per pickup will be charged).
- d. \$400.00 Fee for Same Day Air Services within the US includes courier fees to DFW airport..

2. **e. \$300.00 Canadian Export Paperwork is \$275/shipment if courier does not need to take to OKC/USDA.**

- f. \$350.00 Fee for ALL breeding's purchased through Stallion Service Auctions, Futurity Breeding's, and Re-Breeds.
- g. **The Box Used To Ship/Pickup/Fly Semen MUST BE RETURNED at Mare Owners Expense or \$25.00 will be charged to card on file if box is not received by the breeding farm within 7 days of receiving it. Text confirmation of shipping to Kim Dean at 903-815-3347**

SEMEN BOX MUST BE RETURNED TO:

Keith Feister 1346 Prairie Grove Rd Valley View, TX 76272
Text confirmation of shipping to 903-815-3347

3. **Semen Shipping and Order Placement:**

- a. Breeding Manager will begin shipping cooled semen on February 15th of the current breeding season and end on before June 1.
- b. Shipping days are Monday, Wednesday, Friday ONLY. We will not ship on any non-breeding days.
- c. **Request for a shipment of cooled semen must be made by 5:00pm C.S.T. the evening PRIOR to a shipping day.** Cancellation must be made by 7:00 a.m. C.S.T. on shipping day to avoid a \$75 cancellation fee. 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.
- d. One dose of semen will be sent per shipment.
- e. 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.

f. **Stallion Owner, Representatives or Agents bear no responsibility for the semen after it is shipped or picked up from the breeding farm and will bear NO COSTS arising from shipments lost, damaged or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment once it leaves our facility**
_____ INITIAL HERE

4. **Cooled Semen Disclaimer:** Semen is shipped on a first call, first serve basis with on farm mares receiving 1st priority. Please remember that a cooled semen contract does not guarantee semen will be available. Stallion Owner and agents make 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
5. **Live Foal Guarantee:** The Live Foal Guarantee *does not apply* to mares that are being rebred under the terms of this breeding contract. The original breeding contract (from previous breeding season only) is non-transferable and non-assignable and should original Mare that was bred be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee that applied under the original breeding contract shall be void. In the event the Stallion Owner or the Stallion Marketing Manager agrees to the transfer or assignment of the "live foal guarantee" rights under the original terms of the contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.
6. **Clean Culture Required:** **The Stallion Marketing Manager requires, and Mare Owner agrees that ANY mare that is to be re-bred must have a Clean/Negative Culture faxed/emailed to the Stallion Marketing Manager prior to the start of breeding be under lights by December 1, prior to the next normal breeding season and be ready to be bred prior to the mid-March of the next normal breeding season.** Fax 903-651-0120 or Email kimdeantx@aol.com
7. **Multiple Foals:** One Total Breeding Fee equals One Registration Application. Should more than one embryo or foal result from a breeding, ICSI procedure, Frozen Embryo or Embryo Transfer, etc., the Mare Owner must pay an additional Total Breeding Fee for EACH additional embryo within forty-five (45) days of the last breeding in order to receive a breeder's certificate for additional foals *or the offspring may not receive a breeder's certificate*. Any late notifications (past November 30 of current breeding season) will require Mare Owner to pay an additional \$250.00 late fee in order to add additional mare to the stallion breeding report.
8. **Cancellation of Contract:** The Live Foal Guarantee in your previous contract is non-transferable, 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*. No refunds will be given at any time for any fees including but not limited to the stallion breeding fee, stud fee, chute fee, semen shipment fees, Canadian Permit Fees. 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. Stallion owner may offer frozen semen or a breeding to another stallion *solely at their discretion* but only with the payment of an additional chute fee and/or frozen semen fee. **This rebreed contract may never be sold**
9. **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; ICIS procedures and/or Embryo Transfers that result in two or more embryos and two or more foals born and each must have a separate Total Breeding Fee paid within forty-five (45) days of the last breeding date.
10. **Litigation:** 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 or 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 1 of this contract.
11. **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, facsimile, etc. with signatures binding the party so signing.
12. **Liquidated Damages:** Should any dispute arise that is not otherwise governed or covered by a provision in this Rebred Contract or your Original Breeding Contract, including but not limited to, a dispute alleging that Breeder 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 1 of this contract.
13. **Contract:** 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

14. A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Certificate will be recorded on the Stallion Breeding Report.
15. **Genetic Test:** HYPP-N/N; GBED-N/N; **HERDA-N/HRD**; HYPP-N/N; MH-N/N; PSSM1-N/N, **DOMINATE WHITE N/W20**
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FEES: ALL FEES MUST BE PAID PRIOR TO SHIPMENT OR PICKUP--NO EXCEPTIONS

ALL FEES PAID BY CREDIT CARD WILL INCUR A 3% FEE

Please Make Your Check Payable to MOSES & DEAN

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With Mare Owner/Agent signature below, it is acknowledged that **LL COOL BAY** carries the Herda gene, and mare being bred does NOT carry the HERDA gene.

Name of Mare Owner
(Please Print) _____

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

Address _____

City/State/Zip: _____

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

E-MAIL ADDRESS

REQUIRED: _____

_____ Date: _____
STALLION MARKETING MANAGER SIGNATURE:

Credit Card Information: 3% Fee will be incurred for all debit/credit card charges. Card will be charged upon receipt of contract.

The undersigned has agreed for Stallion Marketing Manager to charge their credit card for all fees incurred in breeding their mare:

Visa MasterCard American Express

Name of Cardholder
Exactly As Written on Credit Card _____

Billing Statement Address: _____

City _____ State _____ Zip _____

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

Signature _____ Phone _____

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PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.

STALLION MARKETING MANAGER WILL PROCESS AND RETURN YOUR COPY VIA EMAIL TO YOU.