

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

**STALLION MARKETING MANAGER: Kim Dean 903-815-3347 Email: [KimDeanTX@aol.com](mailto:KimDeanTX@aol.com)**

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

**Breeding Manager: Keith Feister**

**Return Tank Overnight Fedex/UPS to: Keith Feister 1346 Prairie Grove Rd Valley View, TX 76272**

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

## **FAHRENHEIGHT**

Mare # \_\_\_\_\_

### **BOOK LIMITED TO 20 MARES VIA FROZEN SEMEN ONLY**

#### **FROZEN SEMEN via ARTIFICIAL INSEMINATION ONLY AGREEMENT FOR 2024**

This Agreement is made by and between Jane Backes ("Stallion Owner") and

\_\_\_\_\_ ("Breeder"), on this the \_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_ whereby Breeder seeks to acquire and Stallion Owner agrees to sell certain amounts of

frozen semen from the **2021 AQHA Stallion, FAHRENHEIGHT AQHA Reg# 6075172.**

#### **Frozen Semen Breeding Fees and Terms---All Fees Below Include a Non-Refundable Chute/Booking Fee:**

##### **FROZEN SEMEN DOSES to be used to breed via Artificial Insemination ONLY:**

\_\_\_\_\_ \$1,250.00 US includes 2 doses of frozen semen this total breeding fee is broken down separately as \$650 frozen semen breeding fee and \$600.00 chute/booking fee. TWO doses of frozen semen are included, and MUST BE USED ONLY on named mare below (can be named prior to breeding). The breeder must have this contract on file along with a copy of the mares' papers.

\*Mare: \_\_\_\_\_ QH # \_\_\_\_\_ APHA# \_\_\_\_\_

Owner Listed on Papers (at time of breeding) \_\_\_\_\_

**STALLION SERVICE AUCTION:** The SSA frozen semen breeding fee is \$300.00 Booking/Chute Fee. The breeder must have this contract on file along with a copy of the mares' papers.

#### **1. ADDITIONAL DOSE(S)**

\_\_\_\_\_ \$200.00 US for an additional dose of Frozen Semen *may be available* for purchase ONLY WITH STALLION OWNERS APPROVAL and if enough inventory of frozen semen is available during the 2024 breeding season and only if mare/recipient is not pregnant and all following conditions are met:  
1) No frozen semen straws from FAHRENHEIGHT are left after all breeding attempts in 2024; and  
2) Vet certification letter MUST be submitted verifying no current pregnancies, mare/recipient is not pregnant and ALL FAHRENHEIGHT frozen straws have been used in the 2024 breeding attempts.

#### **2. REGISTRATION APPLICATION(S) FROM ANY FROZEN SEMEN PURCHASED ABOVE:**

The purchase of *any* of the frozen semen above entitles the Breeder to ONE Registration application if mare produces a live foal. ALL additional registration applications from the frozen semen acquisition fee paid with this contract from successfully conceived pregnancy(s) will be at the rate of \$1000.00 US per foal provided ALL TERMS OF THIS AGREEMENT ARE FOLLOWED.

\_\_\_\_\_ \$1000.00 US Per ADDITIONAL Pregnancy/Additional Foal if paid in 2024.

3. **US/Canadian Breeders** agree to pay all shipping fees (US/Canadian Delivery only) via overnight or next afternoon delivery of the frozen semen and also agree to pay for the return of the tank via Federal Express NEXT Day Delivery. **Tank must be returned the following business day and be received within ONE business day after initial delivery to Breeder.** The breeder agrees that any tank returned late (day two and on) will be charged a \$50.00 per day late fee. If tank is not returned within 5 days, Breeders credit card will be charged, and Breeder agrees to pay \$900.00 for a replacement tank.
4. **Breeders Responsibilities** Breeder may use this Frozen Semen to breed ONE mare **providing the following conditions are met:**  
\_\_\_\_ Breeder shall promptly notify Stallion Owner within 30 days of any mare who is in foal and/or any recipient mare who is in foal; any etc.;  
\_\_\_\_ Submit all Breeding dates of the mare(s) that were bred on or before AUGUST 1ST, 2024 so as to be recorded on the AQHA/APHA/APHC Breeders Report (as defined by the current association rules);  
\_\_\_\_ It is the Breeder's sole responsibility to notify the Stallion Owner of the breeding dates of the mare(s) PRIOR to AUGUST 1ST of the current breeding year or a Breeder's Certificate will not be issued until an additional \$250.00(US) late fee is paid in order to add a mare to the stallion breeding report.
- a. The Frozen Semen fee paid with this contract entitles the Breeder to ONE breeders certificate provided an offspring is produced. Breeder may obtain additional Breeders Certificates for mares bred to FAHRENHEIGHT provided the breeder pays an additional fee of \$1,000.00 US per additional breeders' certificates subject to all conditions outlined in this contract and as applicable to this breeding year/season.
- b. **Frozen semen being sold to Breeder pursuant to this agreement may not be resold, gifted, or assigned to any other person or entity without the express written consent of the Stallion Owner or a Registration Application will NOT be issued.**
5. **Semen Handling.** Breeders agree to assume responsibility for all facets of transportation and breeding with frozen semen including semen shipment fees, permit fees (if any), semen storage fees, etc. The Stallion Owner agrees to ship the frozen semen as described above. If a mare does not settle for any reason, Breeder will hold Stallion Owner, Stallion Breeding Farm, and/or the Stallion Frozen Semen Storage Facility blameless. Stallion Owner and the Frozen Semen Storage Facility bear no responsibility for the semen after it is shipped, picked up or is taken from the semen storage facility or breeding farm. This includes but is not limited to late deliveries by Federal Express and/or other delivery services; Airlines and/or Courier Services, etc. **Breeders may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen.**
6. **Other Services & Expenses.** Stallion Owner is selling Frozen Semen ONLY and is providing no other service to Breeder (such as insemination, boarding services, etc.).
7. **Disclaimer.** Stallion Owner makes no representations or warranties, expressed or implied, regarding the semen after the semen leaves the storage facility including without limitation, representations, or warranties that the semen will safely reach the insemination point without losing its integrity, quality, or other characteristics. Stallion Owner shall not be responsible for delays, lost or mishandled deliveries.
8. **Live Foal Guarantee.**  
a. A Live Foal Guarantee will apply for the following breeding year.  
b. 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 (seven) 7 days.  
d. Return re-breed privileges shall apply ONLY to the next normal breeding period. No exceptions  
e. **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* and ONLY if the original mare has died or is deemed unfit for breeding and meets the same qualifications (for any discounts given) of the original mare.

f. No refunds will be given at any time for *any* fees for any reason including but not limited to the stallion breeding fee, stud fee, chute fee, semen shipment fee, frozen semen fees, Canadian Import fees, etc.

9. **Breeding and Risks**. Breeders shall have sole risk and discretion in determining the method of breeding their mare with frozen semen via artificial insemination. Should the mare not settle, Breeder releases and holds harmless Stallion Owner from any and all resulting losses or damages. Breeder fully understands, authorizes, and assumes the inherent risks and dangers in keeping, breeding, and transporting frozen semen and acknowledges that mortality and any other insurance is solely the Breeders responsibility
10. **Binding Contract**: When the Breeder or Breeders' agent 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. 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, email, text, etc. with all signatures binding the party so signing. The 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.
11. **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 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 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, 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  
\_\_\_\_\_ Initial Here **Both parties agree that at no time will any damages ever be awarded in any amount greater than the original Total Breeding Fee, The chute/booking fee, Extra Frozen Dose Fee, Frozen semen shipping Fee or the Stallion Service Auction Chute fee.**
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.
13. **Miscellaneous**: It is further agreed this Agreement constitutes the full agreement between both parties. The Agreement cannot be amended except in writing signed by all parties. The parties acknowledge this agreement is made and performed within the County of Grayson, State of Texas. **Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual Total Breeding Fee listed on this contract.**
14. **Genetic Testing Results For FARHENHEIGHT 7 Panel Negative; W20**  
Horse Coat Color / Pattern Test Report Available (contact Kim Dean 903-815-3347)

**FEES: SEMEN WILL NOT BE SHIPPED WITHOUT ALL FEES BEING PAID PRIOR TO SHIPMENT OR PICKUP-- NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. A 3.50% CONVENIENCE FEE WILL BE CHARGED FOR ALL CREDIT/DEBIT CARD CHARGES. Make checks payable to JANE BACKES**

**Fill out, fax, text or email your credit card information.**

- \_\_\_ Frozen Semen Shipping Fee via FedEx Next Day Priority Overnight Delivery at \$395.00 US ONLY
- \_\_\_ Frozen Semen Shipping Fee via FedEx NEXT AFTERNOON \$375.00 US ONLY
- \_\_\_ Frozen Semen Shipping Fee via FedEx Next Day Air SATURDAY \$445.00/Shipment US ONLY
- \_\_\_ Frozen Semen Shipping Fee FedEx TWO day delivery \$400 US—CANADA ONLY add \$50 Saturday Delivery
- \_\_\_ Pick Up Semen (**Your Tank**): \$250/pickup (**My Tank**): \$275/pickup US ONLY
- \_\_\_ Canadian Breeders will pay for all permits (\$300 US) and additional shipping fee (\$400 US two day delivery)

**US & CANADIAN Breeders must pay for returning tank via Next Day Overnight Delivery to: Keith Feister 1346 Prairie Grove Rd Valley View, TX 76272**

I, the Breeder/Agent, with my signature and credit card information below agrees to pay for all shipping/permit fees of the frozen semen to the address I have/will supply to the Stallion Owner or the Agent in US or Canada.

**US/Canadian Breeders** also agree to pay for the return of the tank to the Stallion Owner's Frozen Semen Storage Facility via Federal Express Next Day/Afternoon Delivery and understand the tank must be returned and received within two business days after the initial date of delivery; agree that any tank returned late (day two and on after original receipt) will be charged a \$50.00 per day late fee. I agree if the tank is not returned within 5 days, my credit card will be charged \$900.00 for reimbursement of the tank. **Breeder/Agent signature certifies that breeder/agent has read, agrees with, and understands all parts of this Frozen Semen Breeding contract.**

Breeder/Agent: \_\_\_\_\_

Signature: **X** \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (Cell): \_\_\_\_\_ (Fax) \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\*\*\*\*\*

STALLION OWNER SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_

**Credit Card Information:** (A 3.5% convenience fee will be charged if fee is not paid in advance by check):

Please charge my credit card for all fees: \_\_\_ Visa \_\_\_ MasterCard

Name as listed on Card: \_\_\_\_\_

Billing Statement Address: \_\_\_\_\_

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

Cell Phone \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature x \_\_\_\_\_ Date \_\_\_\_\_

**Return Tank Overnight Fedex/UPS to: Keith Feister 1346 Prairie Grove Rd Valley View, TX 7627**

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

Owner Name \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

PAYMENT PLAN: YES \_\_\_\_\_ No \_\_\_\_\_

If choosing payment plan:

\$600.00 down to be charged with contract (but after frozen semen collection and acceptable numbers for his post thaw motility) and the balance of the stud fee will be charged PRIOR to shipping the frozen semen.

If no payment plan is chosen:

\$1250.00 fee will be charged with contract (but after frozen semen collection and acceptable numbers for his post thaw motility).