

**STALLION OWNER: Kim Dean 903-815-3347 903-651-0120 FAX**

Email: [KimDeanTX@aol.com](mailto:KimDeanTX@aol.com) 413 N. Union Whitesboro, TX 76273 (MAIL/EMAIL/FAX CONTRACTS HERE)

**Breeding Manager: Kim Dean 903-815-3347**

**Return Tank Overnight Fedex to Stallion Manager: 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](mailto:centrostalloni@aafvg.it) EU-Centre -Italy Phone:+39 0432 672184**

## **ONLY IN THE MOONLITE**

### **FROZEN SEMEN via ARTIFICIAL INSEMINATION ONLY AGREEMENT FOR 2025**

This Agreement is made by and between Kim Dean ("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 2004 AQHA Stallion **Only In The Moonlite** AQHA Reg# 4652885 (now  
deceased).

**Semen Acquisition Fees and Terms (in US Dollars)**  
**All fees below include a non-refundable chute/booking fee**  
**We offer a Card Price and Cash/Check Price for all goods and services**

**1. SEMEN ACQUISITION FEES to be used to breed via Artificial Insemination ONLY:**

\_\_\_\_\_ \$2,250.00(pd by check) or \$2328.75(pd by card) includes 2 doses of frozen semen (\$1250 frozen semen fee/\$1000 chute fee) 2 doses of frozen semen and semen on THIS purchase MUST BE USED ONLY on named mare below (MUST provide proof of award when submitting contract) **THIS purchase MUST BE USED ONLY on named mare below:**

\*Mare: \_\_\_\_\_ Breed \_\_\_\_\_ Reg# \_\_\_\_\_

**2. \_\_\_\_\_ DQHA SSA No Fees Except Shipping per DQHA requirements. The Breeder must have this contract on file along with a copy of mare's papers. Breeding Comes with ONE Dose of Frozen Semen Only. There are NO Rebreds if mare is not in foal and/or does not have a live foal from this dose. May purchase one additional dose (if available) for \$750.00 US for use during the 2025 breeding season if mare is not in foal and/or does not have a live foal from original dose.**

**3. \_\_\_\_\_ Stallion Service/Charity Auction: \$1000.00 Chute Fee (pd by check) \$1035.00 (pd by card) MUST be paid separately from SSA Fee - Breeding Comes with ONE dose of Frozen Semen. **There are NO Rebreds if mare is not in foal and/or does not have a live foal from these 2 doses.** May purchase one additional dose (if available and with permission) for \$750.00 US for use during the 2025 or 2026 breeding season if mare is not in foal and/or does not have a live foal from original dose.**

**4. 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 \$1500.00 US per foal provided ALL TERMS OF THIS AGREEMENT ARE FOLLOWED.

\_\_\_\_\_ \$1500.00(Pd via check) \$1552.50(Pd via Card) US Per ADDITIONAL Pregnancy/Additional Foal if paid in 2025.

**5. European Breeders:** Shipping will be provided by our Agent in Europe. All costs for shipping frozen semen to the Breeder will be paid by the Breeder to our Agent in Europe PRIOR to shipping.

**6. US/Canadian Breeders** agree to pay all shipping fees \$395.00(pd via check) and \$408.83(pd by card) (US/Canadian Delivery only) via overnight of the frozen semen and also agree to pay discounted \$150.00(pd via check) or \$155.25(pd via card) for PRE-PAID FedEx 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.** 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, Mare Owners/Agent credit card will be charged, and Breeder agrees to pay \$950.00 for a replacement tank. Initial Here

7. **Breeders Responsibilities** Breeder may use this Frozen Semen to breed ONE mare **providing the following conditions are met:**
- Initial Here 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;
- Initial Here Submit a copy of registration papers with current owner(s) of mare bred with this Semen BY SEPTEMBER 1ST;
- Initial Here Submit all Breeding dates of the mare(s) that were bred on or before SEPTEMBER 1ST, 2025 so as to be recorded on the AQHA/APHA/APHC Breeders Report (as defined by the current association rules);
- Initial Here It is the Breeder's sole responsibility to notify the Stallion Owner of the breeding dates of the mare(s) PRIOR to SEPTEMBER 1<sup>ST</sup> 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. **There are no live foal guarantees.** Breeder may obtain additional Breeders Certificates for mares bred to ONLY IN THE MOONLITE provided the breeder pays an additional fee of \$1,500.00 US per additional breeders' certificates subject to all conditions outlined in this contract and as applicable to this breeding year/season. Initial Here
- b. **Frozen semen being sold to Breeder pursuant to this agreement MUST be used on mare named in this contract and 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.** Initial Here
8. **Semen Handling.** Breeder agrees 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. Initial Here
9. **Other Services & Expenses.** Stallion Owner is selling Frozen Semen ONLY and is providing no other service to Breeder (such as insemination, boarding services, etc.).
10. **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. Initial Here
11. **Live Foal Guarantee.** There is NO Live Foal Guarantee. Initial Here
12. **Breeding and Risks.** Breeders shall have sole risk and discretion in determining the method of breeding their mare via artificial insemination. Should the mare not settle, Breeder releases and holds harmless Stallion Owner from 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.
13. **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 affect Stallion Owner's right to later require performance nor shall a waiver of any breach or Agreement shall not default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Initial Here

14. **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
15. **Both parties agree that at no time will any damages ever be awarded in any amount greater than the original Frozen Semen Acquisition fee, or Rebreed Dose Fee, or the Stallion Service Auction Chute fee.** Initial Here
16. **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. Initial Here
17. **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 should any dispute or claims arise regarding this contract, the venue will be in the Small Claims Court located in Grayson County, Texas and shall be construed and enforced under the laws of the State of Texas.
18. **Genetic Testing Results for ONLY IN THE MOONLITE—make sure your mare does not carry the HERDA gene prior to breeding:** GBED N/N; HERDA N/HRD; HYPP N/N; MH N/N; PSMM1 N/N

**FEES: SEMEN WILL NOT BE RELEASED WITHOUT ALL FEES BEING PAID**

**NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. FEES IN US DOLLARS**

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

**Make checks payable to KIM DEAN 413 N Union St Whitesboro, TX 76273 903-815-3347 kimdeantx@aol.com**

**Fill out, fax, text or email your credit card information. Shipping Fees in US/Canada**

- Frozen via FedEx Next Day Priority Overnight Delivery at \$395.00(pd via check) \$408.83(pd via card)
- Frozen Semen Shipping Fee FedEx TWO day delivery in CANADA \$400(pd by check) \$414(pd by card)
- DISCOUNTED \$150(pd by check) \$155.25(pd by card) Prepaid Return FEDEX LABEL (IN US ONLY)
- DISCOUNTED \$250(pd by check) \$258.75(pd by card) Prepaid Return FEDEX LABEL (From CANADA)
- Pick Up Semen (**Your Tank**): \$250/pickup(check), \$258.75(card)/(**My Tank**): \$275/pickup(check), \$284.63(card) US ONLY (must be returned same day)
- Canadian Breeders will pay for all permits \$300 (check) \$310.50 (card) and \$400(check) \$414(card) additional shipping fee \$400(check), \$414(card) US with two day delivery
- Delivery, Permit Fees, Etc to be charged by our agent in Europe

**RETURN TANK: BRIGHTSTONE RANCH Keith Feister**

**FROZEN SEMEN TANK/BOX – MUST BE RETURNED AT MARE OWNER’S EXPENSE:**

I, the Breeder/Agent, with my signature and/or credit card information below, understand that Only In The Moonlite carries the Herda gene; 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 Europe or Canada. **Breeder/Agent signature certifies that breeder/agent has read, agrees with, and understands all parts of this Frozen Semen Acquisition contract.**

Mare Owner/Agent: \_\_\_\_\_

Signature:  \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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STALLION 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. BREEDING MANAGER WILL SIGN AND RETURN COPY TO YOU.**