

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

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

Breeding Farm/Stallion Manager: Keith Feister

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

HUNTIN FOR CHOCOLATE

2025 ICSI ONLY AGREEMENT

THIS AGREEMENT, made on the date last shown below by and between **KIM DEAN** ("STALLION OWNER") and the undersigned Mare Owner/Lessee/Agent ("MARE OWNER") of the Mare ("MARE") described below:

I. **BREEDING:** The Mare Owner hereby engages one service for the 1996 AQHA Stallion, **HUNTIN FOR CHOCOLATE** ("Stallion") AQHA #3809468 (now deceased) for the following Mare for the 2025 breeding season by intracytoplasmic sperm injection ("ICSI") at _____ ICSI laboratory.

I.

Mare: _____ Reg# _____ Breed _____

BREEDING FEES AND BOOKING FEE FOR ICSI IN 2025 & PRIOR YEARS (US DOLLARS):

We offer a Card Price and Cash/Check Price for all goods and services in US Funds

A) _____ The Breeding Fee in 2025 shall be \$1,750.00 (pd by check) or \$1811.25 (pd by card) which includes a non-refundable booking fee of \$750.00. The \$750.00 booking fee is payable with this Agreement to McEquine Enterprise, LLC. Upon the successful obtaining of an embryo, the balance \$1000.00 of the breeding fee MUST be paid together with any other fees due when the embryo is 30 days positive pregnancy in a recipient mare.

B) _____ The ADDITIONAL Embryo Breeding Fee for ANY ADDITIONAL EMBRYOS retrieved from ANY ICSI procedures including Cryopreserved Embryos in 2025, will be at the rate of \$1,500.00 (pd by check) \$1552.50 (pd by card) per embryo. A \$750.00 booking fee MUST BE PAID, and an additional contract must be completed upon implantation of EACH embryo in a recipient mare OR for ALL Cryopreserved Embryos during the 2025 breeding season. Additionally, when the recipient mare is 30 days in foal, the \$750.00 balance will be due and must be AT the 30-day pregnancy check to receive a breeder's certificate. Late notifications and/or delinquent payments of the Booking Fee or Breeding Fee may incur an additional \$500.00 late fee to receive a breeder's certificate.

C) _____ The Additional Embryo Breeding Fee for ALL ADDITIONAL EMBRYOS retrieved for SEMEN DOSES owned and stored by the Mare Owner and purchased from any year PRIOR to 2025 will be at the rate of 1,500.00 (pd by check) \$1552.50 (pd by card) per embryo in 2025. A \$750.00 booking fee MUST be paid, and an additional contract must be completed upon implantation of EACH embryo in a recipient mare or for ANY Cryopreserved Embryos. When a recipient is 30 days in foal, the \$750.00 balance will be due and must be paid prior to a 60-day pregnancy check to receive a breeder's certificate. Late notifications and delinquent payments of the breeding fee MAY incur an additional \$500.00 late fee to receive a breeder's certificate.

D) _____ Additional Cryopreserved/Vitrified (frozen) embryo(s) Breeding Fees in 2025 and prior years is \$1,500.00 (pd by check) \$1552.50 (pd by card). A 750.00 booking fee MUST be paid, and an additional contract must be completed for EACH Cryopreserved/Vitrified (frozen) Embryo within 30 days of being frozen. The \$750.00 balance of the breeding fee will be due when each frozen embryo is transplanted in the recipient and recipient is 30 days in foal, The \$750.00 balance must be paid prior to a 30-day pregnancy check to receive a breeder's certificate. Late

notifications and delinquent payments of the breeding fee may incur an additional \$500.00 late fee to receive a breeder's certificate.

E) _____ Breeding Fees for mares already bred from the years 2021 and prior, that have produced MORE than one foal must pay an additional 1,500.00 (pd by check) \$1552.50 (pd by card) breeding fee per each additional embryo/and or offspring. A \$250.00 late fee will be charged if breeding dates are not given to the Stallion Owner by September 1st of the breeding year to put mare on the Stallion Breeding Report.

F) _____ If Frozen Semen Straw is NOT stored at the ICSI Lab of Mare Owner's choice, Mare owner must pay for the shipment of ICSI straw to ICSI Lab. The fee is \$395.00(pd by check) \$408.83 (pd by card) via FedEx to ICSI Facility and \$150.00(check) or \$155.25(card) returning frozen semen tank via FedEx Return Label from ICSI Facility back to Brightstone Ranch. Mare Owner is entitled to use ONE cut of ICSI straw for THIS contract and ICSI procedure. Additional cuts for additional ICSI attempts are \$500.00 each and must be paid prior to the next attempt.

G) _____ Mare Owner is entitled to use ONE cut of ICSI straw for this contract and one ICSI procedure. Additional cuts are \$500.00 (pd by check) or \$517.50 (pd by card) each.

3. **THERE IS NO LIVE FOAL GUARANTEE:** It is the Mare Owner's responsibility to insure their investment. Mare Owner is responsible for placing insurance coverage on any recipient mare carrying an embryo. Stallion Owner **DOES NOT OFFER A LIVE FOAL GUARANTEE**. Contact your insurance agent concerning their offer of this type of coverage. Debbie Martin with Asset Equine also offers this type of coverage. Her contact number information is Debbie@assetquine.com or 940-686-0869. **Initial Here**

4. **NOTIFICATION REQUIREMENT---****initial EACH line below:**

- _____ 1) Stallion Owner MUST be notified of total number of embryos produced from the ICSI procedure AND the total number of embryos transferred into recipient mares from the ICSI procedure within 3 days of the transfer date.
- _____ 2) Stallion Owner MUST be notified of the total number of embryos Cryopreserved/Vitrified (frozen) within three (3) days after the ICSI procedure is performed. All Cryopreserved/Vitrified (frozen embryos) MUST fill out a new contract with a \$500.00 down payment PER embryo. The \$1000.00 balance will be due when the mare is 30 days in foal.
- _____ 3) Stallion Owner MUST be notified when a Cryopreserved/Vitrified (frozen) is transferred into a recipient mare.
- _____ 4) Stallion Owner MUST be notified when ALL 30-day positive pregnancy checks are achieved. The \$1000 balance is due when the mare is 30 days on foal.
- _____ 5) Stallion Owner MUST be notified BEFORE a recipient mare departs the facility.
- _____ 6) Mare Owner/Lessee/Agent agrees to have their credit card charged immediately for ALL 30-day positive pregnancy checks that are achieved from any ICSI procedures. The Balance of the breeding fee MUST be paid at that time.
- _____ 7) It is the Mare Owner's responsibility to notify the Stallion Owner by August 1st of any and all breeding dates for any recipient mare in foal in order to be put on the Stallion Breeding Report or a \$250.00 late fee will be charged to put mare on the Stallion Breeding Report.
- _____ 8) Any deviation from any of the terms described in this contract may result in an unregistrable foal.

5. **MULTIPLE EMBRYOS:** See Contract Terms under 2A through 2G. No Breeding Certificate for any foal shall be issued without additional payment for additional embryos and/or offspring. **Failure to notify STALLION OWNER of ALL Additional 30-day positive pregnancy checks and failure to pay the total breeding fee(s) may result in a late fee of \$1000.00 per embryo to obtain Breeding Certificate.** **Initial Here**

6. **BREEDERS CERTIFICATES:** Upon notification of birth of a live foal, and after full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue or release online a breeder's certificate to the MARE OWNER.

7. **STALLION INCENTIVE PROGRAMS:** Stallion owner reserves the right to participate or not participate in any incentive program, with or without notice to the Mare Owner. **Initial Here**

8. **WARRANTIES:** NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT FOR THE SEMEN DELIVERED UNDER THE AGREEMENT. Initial Here

9. **AGREEMENT:** This Agreement:

- a) may neither be assigned nor transferred in any manner, absent the express written permission of Stallion Owner;
- b) constitutes the entire agreement of the parties;
- c) supersedes all other agreements or understandings between the parties;
- d) may not be amended in any manner other than in a writing executed by both parties;
- e) shall be interpreted in accordance with the laws of the State of Texas, County of Grayson;
- f) shall be binding upon the individual party's successors, assigns, executors, administrators, beneficiaries, representatives, heirs, and permitted assigns of the parties.
- g) 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.

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10. **BINDING EFFECT:** This Agreement shall become binding when:

- a) MARE OWNER has provided a credit card and/or check, and/or paid the Booking Fee;
- b) STALLION OWNER receives a signed copy of this Agreement;
- c) STALLION OWNER signs a copy of this Agreement.

A copy of the Mare's Certificate of Registration and, if applicable, documents concerning the lease of the Mare MUST accompany this Agreement. Initial Here

11. **LITIGATION:** Both 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. *All objections to the 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 one of this contract. 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 or original 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 or the original contract.

Both parties agree that at no time will any damages ever be awarded in any amount greater than the original Breeding Fee Booking Fee paid which is listed on page one of this contract or the original contract from a previous year. Initial Here

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.

Initial Here

13. **Liquidated Damages:** Should any dispute 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, shall be limited to the actual total breeding fee that was paid as listed on page one of this contract or the original contract from a previous year. **Initial Here**

14. Contract: When the mare owner 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. **Initial Here**

15. Registration Papers: 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.

16. Genetic Tests: GBED N/GBED HERDA N/N PSMM1 N/N MH N/N LETHAL WHITE OVERO N/N HYPP N/N

FEES: NO SEMEN WILL BE RELEASED FOR AN ICSI PROCEDURE WITHOUT ALL THE FEES BEING PAID PRIOR TO SHIPMENT OR PICKUP---NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. We offer a Card Price and Cash/Check Price for all goods and services:

Make Check Payable to KIM DEAN 413 N Union Whitesboro, TX 76273

Fill out card information below or email, text, fax or call in your card information. All fees in US Dollars

Mare Owner: _____

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

Address _____

Telephone: Cell Phone: _____ (Fax) _____

E-MAIL ADDRESS

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.
THE STALLION OWNER WILL PROCESS CONTRACT AND RETURN COPY VIA EMAIL TO YOU.**