

**STALLION OWNER: Mike and Sandy Vargo Plain City, OH 43064**

**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 BREEDING FACILITY:**

**RS Equine Reproduction—Roger Souzer, 6940 E. Dixileta Dr, Scottsdale, AZ 85266**

**Frozen Semen Location: BRIGHTSTONE RANCH 1346 PRAIRIE GROVE RD, VALLEY VIEW TX 76272**

**To Order Frozen Semen in the US or Europe:**

**Contact Kim Dean 903-815-3347 US, WhatsApp (via phone calls only)**

**007 QH/ Double O Seven VR APHA  
FROZEN SEMEN AGREEMENT**

I hereby agree on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ to breed the mare below to the Stallion,  
**007 AQHA Reg# 6031283; Double O Seven VR APHA Reg# 1,120,614** for the 20\_\_\_\_ season using  
frozen semen subject to the following conditions:

Name of Mare \_\_\_\_\_ AQHA# \_\_\_\_\_ APHA# \_\_\_\_\_

Owner on Papers \_\_\_\_\_

**The Total Breeding Fee(s) for the stallion below for the current season which INCLUDES  
the non-refundable \$500 Chute/Booking Fee are as follows:**

**FROZEN SEMEN FEES 2 Doses of Frozen Semen Included (ALL IN U.S. DOLLARS):**

- \_\_\_\_\_ \$ 2500.00 includes 2 doses of frozen semen (\$2000 Stud Fee fee/\$500 chute fee)  
\_\_\_\_\_ \$ 500.00 Stallion Service Auction Chute fee (includes 2 doses of frozen semen) (\$-0- Stud Fee fee/\$500 chute/booking fee)  
\_\_\_\_\_ \$ 250.00 One Add'l dose with this contract (with permission) to be used ONLY on mare named in contract.  
\_\_\_\_\_ \$ 1800.00 Add'l mare conceived w/frozen semen left over from original 2 doses w/new contract and  
MUST BE PAID when mare is 30 days in foal. (\$1300 Stud Fee fee/\$500 chute/booking fee)

**All Breeding Fees and Fees for additional doses of frozen semen of are payable to Stallion Owner. All fees for shipping must be paid prior to shipment. The Total Breeding Fee shall be payable upon execution of this contract and must be paid a minimum of (10) days BEFORE semen will be shipped unless if paying by credit card which may be paid any time prior to shipment. At no time will any shipments be made without the Total Breeding Fee being paid in advance. Shipping will be provided by the Stallion Breeding Manager in the US or our Agent in Canada. Any and all costs for Shipping Semen/Picking Up Semen/Returning Semen Tank or Box must be paid by the Mare Owner for US Shipments in US or Canada PRIOR to shipping.**

1. The Breeding Manager will begin shipping frozen semen in the U.S. at any time during the year, before or during the current breeding season. **A request for a shipment of frozen semen should be made a minimum of 10 days before frozen semen is needed in order to insure we have an available tank. At no time will the Stallion Owner make a guarantee that frozen semen will be available.** 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 \$175 courier fee. We will ship on a first requested, first shipped basis. At no time will the Stallion Owner, Breeding Manager/Marketing Manager make a guarantee that frozen semen will be available on a specific breeding day. Shipping days for frozen semen are Monday, Wednesday, Friday ONLY.
2. The Stallion Marketing Manager has the right to set a limit on the number of doses of frozen semen shipped per breeding season.. Additional shipments of frozen semen may be purchased at \$TBD per dose *with approval of the Stallion Owner pr Stallion Marketing Manager* and be payable to Stallion Owner; plus, any shipping fees that will be due if shipped in US or in Canada or to the Shipper in Europe.

3. **For US Mare Owners: Mare Owner agrees to return frozen semen tank via FedEx NEXT DAY DELIVERY, the day AFTER the shipment is received or be charged a \$50/day rental fee at Mare Owner's expense. If tank is not received within 7 days after delivery, Mare Owner will pay \$950.00 for the cost of the tank. MARE OWNER MAY REQUEST A \$150.00 PREPAID SHIPPING LABEL FROM SHIPPER WHICH WILL BE SENT WITH SHIPMENT AND WILL BE CHARGED TO MARE OWNERS CREDIT CARD.**
4. **INITIAL HERE** Breeding Manager agrees to ship frozen semen as described above. If a mare fails to settle for any reason, the Mare Owner will hold Stallion Owner or the Breeding Farm blameless. **Stallion Owner bears no responsibility for the frozen semen after it is shipped and/or has left the breeding/frozen semen facility.** This includes but is not limited to broken straws, late deliveries by any delivery companies including Express Shipping and/or Airlines and/or Courier Services. Mare Owner may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen.
5. Any frozen semen doses that remain after the mare has conceived may **ONLY be used on the mare named above** and in the following ways: 1) Left over frozen semen may be stored at Mare Owners expense and used in the event of a rebreed situation during the current or following breeding season; or 2) Frozen semen may be stored at the Mare Owners expense if they choose to bred the above named mare again the following breeding season and ONLY with payment of a new total breeding fee PRIOR to breeding and only with the execution of a new breeding contract signed by the Stallion Marketing Manager.
6. **THIS FROZEN SEMEN MAY NOT BE USED ON ANY MARE OTHER THAN THE MARE NAMED ABOVE ON THE ORIGINAL CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF THE STALLION OWNER OR STALLION MARKETING MANAGER.** Additionally, Mare Owner MUST have a NEW fully executed contract and have paid ALL fees PRIOR to breeding, or they may not be issued a breeder's certificate without an additional \$300.00 (US) late fee being paid.
7. **IT IS THE MARE OWNER'S RESPONSIBILITY TO NOTIFY THE STALLION OWNER OF THE FROZEN SEMEN BREEDING DATES PRIOR TO SEPTEMBER 1<sup>ST</sup> OF THE CURRENT BREEDING YEAR SO MARE MAY BE INCLUDED ON THE BREEDING REPORT. ANY MARE OWNER WHO HAS NOT REPORTED THE BREEDING DATE WILL BE CHARGED A \$250.00 US LATE FEE TO FILE AN AMMENDED STALLION BREEDING REPORT TO ADD THEIR MARE.**
8. **Live Foal Guarantee:**
  - a. A Live Foal Guarantee will apply for the following breeding year only to those mares that conceive and carry a pregnancy at least thirty (30) days from insemination (see other stipulations in contract).
  - b. To be eligible for a live foal guarantee, confirmation of pregnancy must be submitted from a veterinarian in the form of a documented ultrasound picture prior to the end of the current breeding season and texted to 903-815-3347 or kimdeantx@aol.com.
  - c. 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 7 days.
  - d. Return re-breed privileges shall apply only to the next normal breeding period.
  - 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 of the original mare if a discounted breeding was given.*
  - 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, Canadian Import fees, frozen semen fees etc.
9. **Paint Color Guarantee** is for the following breeding season and **only** when **all** following stipulations are met; Original mare bred was a 1) Single papered APHA mares with *two* paint parents and 2) Original Mare must carry the W20 and W35 gene; 3) Mare Owner pays a Paint Chute Fee to be equal to exactly one-half of the current years advertised Total Breeding Fee. All other rebreed guarantees as stated in this contract.
10. **INITIAL HERE** Should more than one embryo or foal result from a breeding, Mare Owner MUST **COMPLETE** an additional contract and pay an additional Total Breeding fee for each additional embryo and/or foal within thirty (30) days of the last breeding date in order to receive a breeder's certificate for any and all additional foals. Should the Mare Owner NOT comply with all of the above stipulations prior to the end of the current year that original breeding contract was signed but does pay the additional total breeding fee;

and remits a signed breeding contract, the Stallion Owner may solely at their discretion, agree to give a breeder's certificate, upon payment of an additional late fee of \$500.00 US late charge in order to add mare to the Stallion Breeding Report..

11. No refunds will be given at any time for any fees including but not limited to the stallion breeding fee, chute fee, frozen semen fee, semen shipment fees, document fees, etc.
12. **INITIAL HERE THIS BREEDING NOR ANY FROZEN SEMEN THAT CAME WITH THIS BREEDING MAY NEVER BE SOLD.**
13. **INITIAL HERE** The parties acknowledge that this agreement is made and performed within the County of Franklin, State of Ohio. 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 Franklin County, Ohio and shall be construed and enforced under the laws of the State of Ohio. ***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. agrees that at no time is the booking/chute fee refundable for any reason.
14. When the Mare Owner signs and returns this contract to the Stallion Marketing Manager and Stallion Marketing Manager signs the 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.
15. 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 email, mail, text, or facsimile, with any and all signatures binding the party so signing.
16. **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 if the mare is being rebred..
17. 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.
18. **Genetic Testing Results:** HYPP-n/n; GBED-N/N; HERDA N/N; MH- n/n , PSSM1- n/n; MH- n/n; LWO- n/n; Splash White 1- n/SW1; Splash White 2- n/SW2

**HOW TO RETURN FROZEN SEMEN TANK/BOX – TO BE RETURNED AT MARE OWNER'S EXPENSE**

**CHOOSE 1 ONLY**

\_\_\_\_\_ **\$150 DISCOUNTED PRE-PAID FEDEX SHIPPING LABEL FOR RETURN OF TANK in US.** Mare Owner saves money on purchasing this \$150.00 pre-paid FedEx shipping label.

\_\_\_\_\_ Mare Owner will pay FedEx or UPS for next day delivery. Must be shipped the day after the shipment is received. FedEx/UPS Tracking must be sent to 903-815-3347 Mare Owner agrees to a \$50/day rental fee beginning on day 2 after it was received and if not received after 7 days pay \$750 for the tank.

**SHIP BACK TO:**

**BRIGHTSTONE RANCH 1346 PRAIRIE GROVE RD, VALLEY VIEW TX 76272**

**FEES: THE BREEDING FARM WILL NOT SHIP FROZEN SEMEN WITHOUT ALL THE FEES BEING PAID PRIOR TO THE SHIPMENT OR PICKUP---- NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON.**

**Please Make Your Check Payable to SANDY VARGO or fill out, fax, scan/email or call in your credit card information.**

- \_\_\_\_\_ Add'l doses of frozen semen: @ \$250.00 US (only with approval)
- \_\_\_\_\_ Embryo Transfer/ICSI Mare (1 Total Breeding Fee must be paid per Embryo)
- \_\_\_\_\_ Frozen Semen Pick Up Fee/Your Tank \$200.00 (US)
- \_\_\_\_\_ Frozen Semen Federal Express Priority Overnight or next afternoon shipping within the US \$395.00(US)

**SHIP BACK TO: BRIGHTSTONE RANCH 1346 PRAIRIE GROVE RD, VALLEY VIEW TX 76272 TEXT TRACKING TO 903-815-3347**

Mare Owner/Agent  
(Print Name): \_\_\_\_\_

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

Address \_\_\_\_\_

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

Phone: (Work): \_\_\_\_\_ (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_ (Fax) \_\_\_\_\_

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

STALLION MARKETING MANAGER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

**Credit Card Information:** Please charge my credit card for any and all fees in regards to this breeding contract. (3.5% convenience fee will be charged if fee is not paid in advance by check and the credit card will be charged upon receipt of this contract):)

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

Name of Cardholder: \_\_\_\_\_

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

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

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

**PAYMENT PLAN- MUST CHECK 'YES' if on payment plan**

**Payment Plan Y N \$ 500.00 non-refundable booking/chute fee is due w/contract and credit card will be charged upon receipt of the contract. The balance of total breeding fee is due a *minimum of two weeks prior to breeding OR prior to the end of breeding season if semen has not been shipped. Credit card will be charged automatically using the credit card above.***

Owner/Agent Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE SIGN & RETURN ALL PAGES OF CONTRACT VIA EMAIL, MAIL, TEXT, WHATSAPP, FAX., STALLION MARKETING MANAGER WILL PROCESS CONTRACT & RETURN VIA EMAIL TO MARE OWNER.**