STALLION OWNER: Jane Backes Dallas, TX
BREEDING 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 10724 Grice Rd Marietta, OK 73448
To Order Semen: Call Kim Dean 903-815-3347 Cell

A GHOST MACHINE (REBREED CONTRACT)

COOLED TRANSPORTED SEMEN AGREEMENT

I hereby agree on this the _____day of _____20____ to breed the mare below to the Stallion **A GHOST MACHINE**, AQHA Reg# 5953168; APHA# 1,096,979 for the **20__ season** using cooled transported semen subject to the following conditions:

Name of Mare_____ Breed_____ Registration#_____

Breed_____ Registration#_____ Breed_____ Registration#_____

Owner on Papers_____

The Total CHUTE FEE (rebreed) is: **$_____350.00_____** payable to **JANE BACKES**. 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 cashier's check, money order, or card 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.

2026 Collection and Shipping Fees (all fees in U.S. Dollars)

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

a. Cooled Semen via FedEx in US $375.00 (Check) shipment of or $400.00(Check) to Canada.
Add $15 to any shipment for Saturday delivery
b. Pickup Fee $225.00 w/box; Pickup Fee $200 w/mare owner box. (Check)
Box must be returned or $25 box fee per pickup will be charged to mare owner.
c. Counter to Counter Air Services in US includes courier fees to airport and Airline Ticket $475.00 (Check)
d. Canadian Export Paperwork per shipment $500.00(Check)
e. Re-Breed Chute Fee $350.00(Check)
f. The Box Used to Ship/Pickup/Fly COOLED 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 receipt.
Text confirmation of shipping to Kim Dean at 903-815-3347.

SEMEN BOX MUST BE RETURNED TO:
Keith Feister 10724 Grice Rd Marietta, OK 73448

TO PLACE AN ORDER FOR SHIPMENT, CALL KIM DEAN 903-815-3347 by 6pm CST the day PRIOR TO A SHIPPING DAY

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

a. Breeding Manager will begin shipping cooled semen on Feb.15th of the current breeding season and end on or before June 1st.
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 7:00pm E.S.T. the evening PRIOR to a shipping day.** Cancel/Confirm must be made by 7:00 a.m. E.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. One dose of semen will be sent per shipment**.**
d. **____INITIAL HERE 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.*

e. ____**INITIAL HERE** **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.**

2. ____**INITIAL HERE** **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.

3. ____**INITIAL HERE** **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 Breeding 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

4. ____**INITIAL HERE** **Clean Culture Required: The Stallion Breeding 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 Breeding 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**

5. ____**INITIAL HERE** **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 1 of current breeding season) will require Mare Owner to pay an additional $250.00 late fee to add additional mare to the stallion breeding report.

6. ____**INITIAL HERE** **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 not be sold.**

7. ____**INITIAL HERE** **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.

8. ____**INITIAL HERE** **Litigation:** The parties acknowledge that this agreement is made and performed within the County of Grayson, State of Texas. Both parties agree that should any dispute or claims arise regarding this contract, the venue will be in the State 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 the ORIGINAL breeding contract.

9. ____**INITIAL HERE** **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.

10. ____**INITIAL HERE** **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.

11. ____**INITIAL HERE** **Contract:** When the mare owner signs and returns this contract to the Stallion Breeding Manager and the Stallion Breeding 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

12. 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.

13. **Genetic Test: 8 PANEL NEGATIVE; APHA Dominant White N/W20**

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

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

Please Make Your Check Payable for Breeding Fees to JANE BACKES
Please Make Your Check Payable for Shipping, Pickup, Airline, Canadian Export Fees to KIM DEAN

Fill out/sign contract and Email kimdeantx@aol.com or Fax 903-651-0120, text or call (903-815-3347) in your card information.
Mail ALL checks: c/o Kim Dean 413 N Union St. Whitesboro, TX 76273

Mare Owner/Agent: (PRINT)_____

Signature Mare Owner/Agent: _____ Date: _____

Address:_____

City/State/Zip:_____

Telephone: Cell Phone:_____(Other):_____(Fax)_____

E-MAIL ADDRESS_____

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BREEDING MANAGER SIGNATURE:_____Date:_____

Card Information: With my signature, I request that my card be charged for all fees regarding 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 on Card: _____

Billing Statement Address: _____City_____State_____Zip_____

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

Signature_____ ***Phone*** _____

TO PLACE AN ORDER FOR A SHIPMENT
CALL KIM DEAN 903-815-3347(by 6pm CST day prior to shipment)

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT