

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

BREEDING MANAGER: Kim Dean (Agent) 903-815-3347 Email: KimDeanTX@aol.com

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

Frozen Semen Location in US: Brightstone Ranch 10724 Grice Rd Marietta, OK 73448

To Order Frozen Semen in Mexico: Jorge Montemayor +52 81 8010 3557 jmontemayor@ranchoelpuerto.com

To Order Frozen Semen in Europe: Francesco Groppelli InFoalPartners.com +39 347 672 8357 WhatsApp

To Order Frozen Semen in Canada: Dr. Brian Heide Red Deer, Alberta 403-341-3875 heidevet@hotmail.ca

US Stallion Collection Facility: RS Equine Reproduction Roger Souzer Scottsdale, AZ

TO ORDER FROZEN SEMEN IN US: Contact Kim Dean (Agent) 903-815-3347 kimdeantx@aol.com

007_{QH} / 007 VR_{APHA}

FROZEN / ICSI

I hereby agree on this the _____ day of _____, to breed the mare identified below to
007 AQHA Reg. #6031283 / 007 VR APHA Reg. #1,120,614 for the 20____ breeding season,
using frozen semen, subject to the following terms and conditions.

Name of Mare: _____

AQHA #: _____ APHA #: _____

Owner on Registration Papers: _____

BREEDING FEES

The Total Breeding Fee for the current season includes the non-refundable \$500.00 Booking/Chute Fee.

We offer a Card Price and a Cash/Check Price for goods and services. Fees shown below reflect the Cash/Check Discount.

_____ \$3,000.00 - Frozen Semen: includes two (2) doses (\$2,500.00 Stud Fee / \$500.00 Booking/Chute Fee) _____

_____ \$3,000.00 - ICSI (\$2,500.00 Stud Fee / \$500.00 Booking/Chute Fee).

_____ \$2,750.00 – Previous Breeder Discount (\$2250.00 Stud Fee / \$500.00 Booking/Chute Fee)

_____ \$2,850.00 – 2nd Mare includes 2 doses of frozen semen (\$2350.00 stud fee/\$500.00 Booking/Chute Fee)

_____ \$2,700.00 – 3rd Mare includes 2 doses of frozen semen (\$2250.00 stud fee/\$500.00 Booking/Chute Fee)

_____ \$2,300.00 - Each additional pregnancy conceived using frozen semen, from the remaining semen
supplied under this Contract in 2025, 2026, 2027, must pay the discounted \$2300.00 breeding fee when each
or any mare is 30 days in foal. Fee must be paid no later than 45 days in foal (subject to a \$250 late fee) and
is subject to the additional provisions in this contract. (\$1800.00 Stud Fee / \$500.00 Booking/Chute Fee)

_____ \$500.00 - Stallion Service Auction Booking/Chute Fee; includes two (2) doses of frozen semen.

_____ \$500.00 - Rebreed Booking/Chute Fee; includes one (1) dose of frozen semen.

_____ \$300.00 - Additional Mexico Import Fee, payable to Jorge Montemayor.

_____ \$275.00 - Each additional dose of frozen semen, only with permission of Stallion Owner or Breeding
Manager.

FROZEN SEMEN / ICSI

1. _____ **INITIALS Frozen Semen Shipping:** Breeding Manager (Agent) may ship frozen semen within the U.S. throughout the year, before or during the breeding season. Requests should be made at least 5-10 days before semen is needed to allow for tank availability. Frozen semen availability on any particular day is not guaranteed. We ship on a first requested, first shipped basis. At no time will the Stallion Owner or Breeding Manager/Agent make a guarantee that a tank will be available on a specific day. During breeding season, frozen semen shipping days are Tuesday and Thursday only; shipping outside breeding season is more flexible based on tank availability. Contact Kim Dean (Agent) 903-815-3347 for a shipment.
2. _____ **INITIALS Dose Limits and Additional Doses:** Breeding Manager (Agent) may limit the number of frozen-semen doses shipped per breeding season. Additional doses may be purchased for \$275.00 per dose and are payable to Stallion Owner, Sandy Vargo. Mare Owner is responsible for applicable shipping, pickup fees, Canadian, European, or other destination-related charges.
3. _____ **INITIALS U.S. Tank Return:** Mare Owner shall return the frozen-semen tank by FedEx using the prepaid label supplied at Mare Owner's expense *on the day received or no later than the following day. A late Friday delivery or Saturday delivery must be returned on Monday.* Late tanks incur a \$50.00-per-day rental fee. If the tank is not received within five (5) days after delivery, Mare Owner shall pay \$650.00 for the tank charged to the credit card on file.
4. _____ **INITIALS Shipping Disclaimer:** Breeding Manager (Agent) agrees to ship frozen semen as provided in this Contract. If a mare does not settle for any reason, Mare Owner agrees to hold Stallion Owner, Breeding Manager (Agent), and their agents harmless. Stallion Owner and Breeding Manager (Agent) assume no responsibility for frozen semen after it is shipped or leaves the facility, including broken straws and late, lost, or missed deliveries by carriers, airlines, or courier services.
5. _____ **INITIALS Use of Remaining Frozen Semen:** Frozen semen remaining after the Mare named in this Contract conceives may be stored at Mare Owner's expense for a rebreed of the Mare during the current or following breeding season. If the Mare named in this Contract is in foal and remaining semen is used on another mare owned by Mare Owner, each additional pregnancy requires a new breeding contract and an additional discounted \$2,300.00 Breeding Fee. Mare Owner must notify Breeding Manager (Agent), and the new contract and fee must be received no later than the date the additional mare is forty-five (45) days in foal. Failure to timely report the additional pregnancies and pay the required Breeding Fee will result in a \$250.00 Late Fee plus additional \$100.00 late fee(s) to AQHA and/or APHA for fees incurred to add the mare to the Stallion Breeding Report(s).
6. _____ **INITIALS Frozen Embryos:** The original Breeding Fee paid under this Contract includes one (1) Registration Application. If more than one embryo resulting from this breeding is transferred and produces an additional pregnancy, each additional pregnancy requires a separate breeding contract and an additional \$2,300.00 Breeding Fee. Mare Owner must notify Breeding Manager (Agent), and the additional contract and fee must be received no later than the date the recipient mare is forty-five (45) days in foal. Failure to timely report the additional pregnancies and/or pay the required Breeding Fee will result in a \$250.00 Late Fee plus

additional \$100.00 late fee(s) to AQHA and/or APHA for fees incurred to add mare to the Stallion Breeding Report(s).

7. _____ **INITIALS Authorized Use Only:** Frozen semen may not be used on any mare other than the Mare named on Page 1 except as expressly permitted in Sections 5 and 6 above or with the express written consent of Stallion Owner or Breeding Manager (Agent). **THIS SEMEN MAY NEVER BE SOLD.**
8. _____ **INITIALS Breeding-Date Reporting:** Mare Owner is responsible for notifying Breeding Manager (Agent) of all frozen-semen and ICSI breeding dates prior to October 1 of the current breeding year. Mare Owner shall be responsible for all AQHA/APHA late fees resulting from failure to timely report breeding dates, plus a \$100.00 office fee.
9. _____ **INITIALS Live Foal Guarantee and Rebreed Requirements:** A Live Foal Guarantee applies for the following breeding year only to a mare that conceives and carries a pregnancy for at least thirty (30) days from insemination, subject to all other terms of this Contract. To qualify, veterinarian confirmation of pregnancy, including a documented ultrasound image, must be provided to Breeding Manager (Agent) before the end of the current breeding season. A live foal is a newborn foal that stands and nurses without assistance. If the foal is born dead, rebreed privileges apply if Breeding Manager (Agent) is notified within seven (7) days and receives a veterinarian's statement confirming the death within seven (7) days. Rebreed privileges apply to the next normal breeding period. A Live Foal Guarantee does not apply to a mare already being rebred under a prior year's guarantee. The Live Foal Guarantee is non-transferable and non-assignable unless Stallion Owner or Breeding Manager (Agent) expressly agrees in writing. If the original mare is sold or otherwise disposed of before foaling, the guarantee is void unless such written transfer is approved. A non-refundable Rebreed Booking/Chute Fee must be paid before any mare is rebred. A substitute mare may be used only at the sole discretion of Stallion Owner or Breeding Manager (Agent) if the original mare has died or is deemed unfit for breeding and the substitute meets the same qualifications applicable to any discount originally given.
10. _____ **INITIALS Rebreed Mare Requirements:** Any mare to be rebred under this Contract **MUST** have a clean/negative culture provided to Breeding Manager (Agent) before the breeding season begins, be under lights by November 30 preceding the next normal breeding season and be ready to breed before the end of March of that breeding season.
11. _____ **INITIALS Paint Color Guarantee:** The Paint Color Guarantee applies only to the following breeding season and only if all requirements are met: (1) the mare is single-papered APHA with two APHA parents; (2) the mare carries the W20 and W35 genes; and (3) Mare Owner pays a Paint Booking/Chute Fee equal to one-half of the then-current advertised Total Breeding Fee. All other rebreed requirements in this Contract apply.
12. _____ **INITIALS Cancellation and Termination of Contract:** The Live Foal Guarantee is non-transferable and non-assignable except as expressly approved in writing by Stallion Owner or Breeding Manager (Agent). If the Mare is sold, transferred, or otherwise disposed of prior to foaling without such written approval, the Live Foal Guarantee becomes null and void.
No refunds will be given for fees paid under this Contract, including Breeding Fee, Stud Fee, Booking/Chute Fee, semen shipment fees, Canadian fees, or other breeding-related fees or expenses, except where otherwise required by law.
If the Stallion dies, becomes infertile, unavailable, or otherwise unfit for breeding service, this Contract shall become null and void and the parties shall be relieved of future obligations, while Mare Owner remains responsible for fees and expenses already incurred or outstanding.
At Stallion Owner's sole discretion, Stallion Owner may offer available frozen semen or a substitute breeding to

another stallion, subject to applicable additional fees.

This breeding and all rights under this Contract may not be sold, transferred, assigned, or conveyed without the express written consent of Stallion Owner or Breeding Manager (Agent).

13. _____ **INITIALS Breeder's Certificate:** A Breeder's Certificate will be issued to Mare Owner only after all fees and expenses have been paid in full to the Breeding Manager (Agent). All fully paid contracts will have their Breeder's Certificate's released online through AQHA and APHA. Only one (1) Breeder's Certificate/Registration Application will be released through AQHA or APHA for each Total Breeding Fee paid. If ICSI, embryo transfer, frozen embryos, or use of additional frozen semen results in more than one pregnancy, each additional pregnancy requires a separate breeding contract and payment of the applicable additional Breeding Fee in accordance with Sections 5, 6 and 7 above.
14. _____ **INITIALS No Sale or Transfer:** THIS BREEDING AND ANY FROZEN SEMEN SUPPLIED WITH THIS BREEDING MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR CONVEYED TO ANOTHER PERSON OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF STALLION OWNER OR BREEDING MANAGER (AGENT).
15. _____ **INITIALS Governing Law, Venue and Limitation of Liability:** The parties acknowledge and agree that this Agreement is made and performed in Franklin County, Ohio. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Any dispute, claim, or legal action arising out of or relating to this Agreement, the breeding contemplated herein, or the relationship between the parties shall be brought exclusively in a court of competent jurisdiction located in Franklin County, Ohio, including the appropriate Small Claims Court when applicable. Each party expressly consents to such jurisdiction and waives any objection to jurisdiction or venue in Franklin County, Ohio. To the fullest extent permitted by applicable law, the total liability of Stallion Owner, Breeding Manager (Agent), Stallion Manager, and their respective owners, employees, agents, and representatives for any claim arising out of or relating to this Agreement shall in no event exceed the Total Breeding Fee actually paid by Mare Owner under this Contract. Under no circumstances shall Stallion Owner, Breeding Manager (Agent), Stallion Manager, or their agents be liable for consequential, incidental, special, exemplary, or punitive damages, including veterinary expenses, loss of use, loss of income, lost profits, loss of foal, diminished value, or other consequential losses, to the fullest extent permitted by applicable law. The Booking/Chute Fee is non-refundable except where otherwise expressly required by applicable law.
16. _____ **INITIALS Social Media and Public Communications:** Mare Owner agrees not to publish, post, or distribute any false, misleading, defamatory, confidential, or otherwise unlawful statement or information concerning the Stallion, Stallion Owner, Breeding Manager (Agent), Stallion Manager, or their respective employees, agents, breeding practices, semen quality, fertility, health, or business practices, including through social media, online reviews, forums, or other public communications. *Mare Owner is strongly encouraged to contact Breeding Manager (Agent) directly before posting a complaint or concern publicly or on social media and to provide Breeding Manager (Agent) with a reasonable opportunity to investigate and address the matter.* Nothing in this provision prohibits Mare Owner from expressing an honest opinion, providing a truthful account of Mare Owner's experience, or making a good-faith report to a veterinarian, attorney, governmental, regulatory, breed, or law-enforcement authority.
17. _____ **INITIALS Severability and Counterparts:** If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Contract may be executed in

counterparts, which together constitute one agreement, and may be transmitted by email, mail, or text, with signatures binding the party signing.

18. **INITIALS Entire Agreement and Binding Effect:** When Mare Owner signs and returns this Contract to Breeding Manager (Agent), it becomes binding on the parties subject to its terms and conditions. This Contract may be modified only by a written agreement signed or otherwise expressly acknowledged in writing by the parties.

19. **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

SIGNATURES

Mare Owner Printed Name: _____

Mare Owner Signature: X_____ Date: _____

Address: _____

Phone: _____ Email: _____

Kim Dean (Agent) Breeding Manager: X_____ Date: _____

Card Information: With my signature or e-signature, I request this card (or any card given via phone/text/email) be charged for ALL fees in regard 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 for cash discount 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: _____

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

Billing Statement Address: _____
_____ City _____ State _____ Zip _____

Signature X _____ Phone _____

PLEASE SIGN & RETURN ALL PAGES OF CONTRACT VIA EMAIL, MAIL, TEXT