STALLION OWNER: Jane Backes Dallas, TX 75230
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

All Breeding Fees below ***INCLUDE*** the chute/booking fee.

	CHECK
2026 Breeding Fee	$1500
EARLY PAYMENT	$1350
Previous Breeder	$1250
Buy One/Get One 1/2 Price	$750
World, Congress, or NSBA Champ/Res or Producer of Same in Loping Riding Events Only	$850
Trainer Discount (Trainer name MUST be on papers/100% income derived from training)	$1000

Payment Plan __Y __N Payment plan ___$500 due w/contract and balance of total breeding fee is due a *minimum of two weeks prior to breeding.* MUST CHECK 'YES" if on payment plan.

FAHRENHEIGHT
COOLED TRANSPORTED SEMEN AGREEMENT

I hereby agree on this the _____day of _____20___
to breed the mare below to the Stallion,
FAHRENHEIGHT, AQHA Reg# 6075172;
for the **2026** season using cooled transported semen subject to the following conditions:

Name of Mare_____**AQHA____ APHA____ APHC**

Registration#_____ _____ **Owner on Papers**_____

The Total Breeding Fee for FAHRENHEIGHT, for the 2026 season is: $____payable to Jane Backes.
(The Total Breeding Fee INCLUDES $500.00 Non-Refundable Booking/Chute Fee.) The Non-Refundable Booking/Chute Fee shall be payable upon execution of this contract, and the balance of the Total Breeding Fee must be paid in full a minimum of one week prior to shipment unless it is paid with a card. At no time will any shipments be sent without the Total Breeding Fee and all Shipping/Pickup Fees being paid. We offer a Card Price and Cash/Check Price for all goods and services:

1. **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) or $400.00(Check) to Canada.
   Add $15 to any shipment for Saturday delivery
   b. Pickup Fee if the Mare Owner brings a shipping box $200.00(Check) or $225.00(Check) if Breeding Farm provides the shipping box. Box must be returned or a $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. Stallion Service Auctions, Futurity Breeding's $500.00(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 receiving it.
   Text confirmation of shipping to Kim Dean at 903-815-3347
   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
   SEMEN BOX MUST BE RETURNED TO:
   Keith Feister 10724 Grice Rd Marietta, OK 73448 Text Tracking to 903-815-3347

1. **Semen Shipping and Order Placement:**
   a. Breeding Manager will begin shipping cooled semen on February 15th of the current breeding season and ends on or before June 1st.
   b. Shipping days are Monday, Wednesday, and Friday ONLY. We will not ship on any non-breeding days.
   c._____INITIAL HERE Request for a shipment of cooled semen must be made by 6:00pm C.S.T, the evening PRIOR to a shipping day. Cancellations must be made by 7:00 a.m. C.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.
   d._____INITIAL HERE One dose of semen will be sent per shipment**.**
   e._____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**.

f._____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 priority. A cooled semen contract does not guarantee semen will be available. Stallion Owner and all their 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:**
a. A Live Foal Guarantee will apply for the following breeding year only to those mares that conceive and carry a pregnancy at least sixty (60) days from insemination (see other stipulations in contract).
b. To be eligible for a live foal guarantee, confirmation of pregnancy must be submitted by a veterinarian in the form of a documented ultrasound picture prior to the end of the current breeding season.
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 Breeding Manager is notified within seven (7) days thereof and receives a veterinarian's statement confirming death within (seven) 7 days.
d. Return re-breed privileges shall apply ONLY to the next normal breeding period. No exceptions
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 Breeding Manager or the Stallion Owner* and ONLY if the original mare has died or is deemed unfit for breeding and meets the same qualifications (for discounts given) of the original mare.
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, frozen semen fees, Canadian Import fees, etc.

5. _____INITIAL HERE **Open Mares and/or Rebreed Requirements**: **Stallion Owner requires and Mare Owner agrees that ANY mare that is OPEN or is to be Re-Bred under the terms of this contract MUST have a Clean/Negative Culture emailed/text/faxed to the Stallion Breeding Manager prior to the start of breeding season; be under lights by November 30th prior to the next normal breeding season and be ready to be bred prior to the end of February of the next normal breeding season (see additional rebreed information in this contract).**

6. _____INITIAL HERE **Paint Color Guarantee** is for the following breeding season and ONLY when all stipulations are met 1) Single papered APHA mares with *two* APHA parents and 2) Carry the W20 gene and W35 and 3) With the payment of a Paint Chute Fee to be equal to exactly one-half of the current advertised Total Breeding Fee. All other rebreed guarantees as stated in this contract.

7. _____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 date in order to receive a breeder's certificate for any 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 any additional AQHA/APHA late fees plus a $100.00 office fee to add additional mare/breeding date to the stallion breeding report.

8. _____INITIAL HERE **Cancellation of Contract**: The Live Foal Guarantee in this 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, etc. 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 choose to 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 breeding may never be sold.**

9. _____INITIAL HERE **Breeder's Certificate:** Breeders 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 (see other terms in this contract).

10. _____INITIAL HERE **Litigation:** 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. ***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 one of this contract.

11. _____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.

12. _____INITIAL HERE **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 Breeder, Stallion Owner or agents 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.

13. _____INITIAL HERE **Contract:** When the mare owner signs and returns this contract to the Stallion Breeding Manager and the Stallion Breeding 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.

14. **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.

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

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

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 Fax 903-651-0120, text 903-815-3347 or call in your card information or mail c/o Kim Dean 413 N Union St. Whitesboro, TX 76273 kimdeantx@aol.com All fees in US Dollars

Name of Mare Owner: (PRINT)_____

Signature Mare Owner/Agent **X**_____Date_____

Address_____

City/State/Zip: _____

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

E-MAIL ADDRESS_____

BREEDJNG MANAGER SIGNATURE:_____ Date:_____

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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 _____

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by 6pm CST the day PRIOR TO A SHIPPING DAY

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT