

STALLION OWNER: Tim and Mary Beth Ruckman Scottsdale, AZ

BREEDING MANAGER: Kim Dean 903-815-3347

Email: KimDeanTX@aol.com

(MAIL/EMAIL/FAX/TEXT CONTRACTS HERE)

Kim Dean 413 N. Union Whitesboro, TX 76273 903-651-0120 FAX

STALLION MANAGER/BREEDING FARM:

Keith Feister 10724 Grice Rd Marietta, OK 73448

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

To Order Frozen Semen: Call Kim Dean 903-815-3347 Cell

All Breeding Fees below INCLUDE the chute/booking fee.

	Check	Card
2025 Breeding Fee	\$2500	\$2587.50
EARLY PAYMENT DISCOUNT	\$1500	\$1552.50
Previous Breeder	\$1750	\$1811.25
Add'l Mares	\$1500	\$1552.50
Frozen Semen Fee (1 dose)	\$ 295	\$ 305.33
Frozen Semen Fee (2 doses) added on to breeding fee	\$ 500	\$ 517.50

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.

GUNS AND DYNAMITE FROZEN SEMEN AGREEMENT

I hereby agree on this the _____ day of _____ 20____ to breed the mare below to the Stallion, **GUNS AND DYNAMITE,**

AQHA Reg# 5767686; APHA Reg# 01067046 for the **2025** season using Frozen transported semen subject to the following conditions:

Name of Mare _____ AQHA _____ APHA _____ APHC _____

Registration# _____ Owner on Papers _____

The **TOTAL BREEDING FEE** with **Frozen Semen** for **GUNS AND DYNAMITE, AQHA Reg# 5767686; APHA Reg# 01067046** for the **2025** season is: \$_____. The additional Frozen Semen Fee is **\$295.00** (check) or **\$305.33** (card) for 1 dose of Frozen Semen; or **\$500.00** (check) or **\$517.50** (card) for 2 doses or Frozen Semen. (This Total Breeding Fee **INCLUDES** the non-refundable Booking/Chute Fee of \$ **500.00.**) The Non-Refundable Booking/Chute Fee and Frozen Semen Fee shall be payable upon execution of this contract and the balance of the Total Breeding Fee must be paid prior to shipment. 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. **2025 Collection and Shipping Fees (all fees in U.S. Dollars):**

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

- Shipment of Frozen Semen via FedEx in US **\$395** (Check) **\$408.83** (Card)
Shipment of Frozen Semen via FedEx to Canada **\$425**(Check) **\$439.88**(Card)
- Frozen Semen Pick Up Fee/My Tank **\$200**(Check) **\$207**(Card)
Frozen Semen Pick Up Fee Your Tank **\$275**(Check) **\$284.63**(Card)
Charge Tank with Liquid Nitrogen: Fee is an additional **\$75.00**(Check) or **\$77.63**(Card)
- Pre-Paid Fedex Label in US is **\$150**(Check) or **\$155.25**(Card)
Pre-Paid Fedex Label from Canada to US **\$250**(Check) or **\$258.75**(Card)
- Canadian Export Paperwork per shipment **\$300**(Check) **\$310.50**(Card)
- Stallion Service Auctions, Futurity Breeding's, and Re-Breed Chute Fee **\$500**(Check) **\$517.50**(Card)
- Please Make Your Check Payable for Breeding Fees to TIM AND MARY BETH RUCKMAN**
Please Make Your Check Payable for Shipping, Pickup, Airline, Canadian Export Fees to KIM DEAN

SEMEN TANK MUST BE RETURNED WITH PRE-PAID LABEL TO:

Keith Feister 10724 Grice Rd Marietta, OK 73448 Text Tracking to 903-815-3347

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

- 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 to insure, we have an available tank. We will ship on a first requested, first shipped basis. At no time will

the Stallion Owner or Breeding Manager make a guarantee that frozen semen will be available on a specific breeding day. Shipping days for frozen semen are Tuesday and Thursday ONLY during breeding season. Shipping before or after breeding season is more flexible. **Contact Breeding Manager, Kim Dean 903-815-3347 to order a shipment.**

2. The Breeding Manager has the right to set a limit on the number of doses of frozen semen shipped per breeding season. Additional doses of frozen semen may be purchased at \$175 US per dose *with approval of the Stallion Owner or Breeding Manager*. Additionally, any shipping fees or pickup fees will be due if shipped in US or in Canada.

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 Manager blameless. **Stallion Owner and Breeding Manager bears no responsibility for the frozen semen after it is shipped and/or has left any 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.

3. **INITIAL HERE** FROZEN/CRYOPRESERVED EMBRYOS MUST COMPLETE A NEW CONTRACT FOR EACH FROZEN EMBRYO WITH A PAYMENT OF \$500.00 U.S. IMMEDIATELY UPON FREEZING. THE BALANCE OF THE BREEDING FEE IS DUE WHEN THE MARE IS 30 DAYS IN FOAL. FAILURE TO FILL OUT A NEW CONTRACT UPON FREEZING OR PAY THE BALANCE OF THE BREEDING FEE AT 30 DAYS MAY RESULT IN AN UNREGISTERABLE FOAL WITHOUT THE PAYMENT OF A \$500.00 LATE FEE.
4. **INITIAL HERE** THIS FROZEN SEMEN MAY NOT BE USED ON ANY MARE OTHER THAN THE MARE NAMED ABOVE ON THE ORIGINAL CONTRACT OR WITH THE EXCEPTIONS NOTED IN THIS CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF THE STALLION OWNER OR BREEDING MANAGER. **THIS SEMEN MAY NOT BE SOLD TO ANOTHER PARTY.**

5. **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 (45) 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.
- 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 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 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. **INITIAL HERE**

5. **Clean Culture Required:** **The Breeding Manager requires, and Mare Owner agrees that ANY mare that is to be re-bred must have a Clean/Negative Culture faxed/mailed 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 **INITIAL HERE**

6. **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. **INITIAL HERE**

7. **Cancellation of Contract:** The Live Foal Guarantee 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 *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.**
INITIAL HERE

8. **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. _____ **Initial Here**
9. **Litigation:** The parties acknowledge that 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 1 of the ORIGINAL breeding contract. _____ **Initial Here**
10. **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. _____ **Initial Here**
11. **Liquidated Damages:** Should any dispute arise that is not otherwise governed or covered by a provision in this Rebreed 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. _____ **Initial Here**
12. **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.
13. 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.
14. **Genetic Test:** HYPP-N/N; GBED-N/N; HERDA N/N; MH-N/N; PSSM1-N/N; MYHM N/N

FEES: ALL FEES MUST BE PAID PRIOR TO SHIPMENT OR PICKUP--NO EXCEPTIONS
Please Make Your Check Payable to TIM AND MARY BETH RUCKMAN for all Rebreed Chute Fees
Please Make Your Check Payable to KIM DEAN for all Shipping, Pickup, Airline, Canadian Export Fees
MAIL ALL CHECKS TO: C/O KIM DEAN 413 N UNION ST WHITESBORO, TX 76273

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

Name of Mare Owner
(Please Print) _____

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

Address _____

City/State/Zip: _____

Telephone: (Work): _____ (Cell): _____ (Fax) _____

E-MAIL ADDRESS REQUIRED: _____

Date: _____
BREEDING MANAGER SIGNATURE:

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 _____

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

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.
BREEDING MANAGER WILL PROCESS AND RETURN YOUR COPY VIA EMAIL TO YOU.