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 Frozen Semen in Canada: Dr. Brian Heide, Red Deer, Alberta 403-341-3875 heidevet@hotmail.ca
To Order Semen in US or Canada: Call Kim Dean 903-815-3347 Cell
Return Tank Overnight Fedex/UPS to: Brightstone Ranch 10724 Grice Rd Marietta, OK 73448

FAHRENHEIGHT

FROZEN 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 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 (ALL IN U.S. DOLLARS)
We offer a Card Price and Cash/Check Price for all goods and services. Fees shown are Cash/Check Discounts:

_____ **$1500.00 US 2026 Breeding Fee ($1000 Stud Fee fee/$500 chute fee)**
_____ **$1350.00 US Early Payment Discount ($850 Stud Fee fee/$500 chute fee)**
_____ **$750.00 US(Breeding #2) Buy One At Regular Fee/Get one @ $750 ($250 Stud Fee fee/$500 chute fee)**
_____ **$1250.00 US Past Breeder ($750 Stud Fee fee/$500 chute fee)**
_____ **$1000.00 US Trainer Discount (must derive 100% of income from training) ($500 Stud Fee fee/$500 chute fee)**
_____ **$500.00 US Stallion Service Auction Chute fee includes 2 doses of frozen semen ($ -0- Stud Fee fee/$500 chute/booking fee)**
_____ **$ 200.00 Per dose of frozen semen**
_____ **$ 350.00 Rebreed Chute Fee**

All Breeding Fees and additional doses of frozen semen are payable to Stallion Owner JANE BACKES.
All fees for shipping are payable to Kim Dean. All fees 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 paying by 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. **All costs for Shipping Semen/Picking Up Semen/Returning Semen Tank must be paid by the Mare Owner PRIOR to shipping the semen in U.S.**

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 to insure we have an available tank. At no time will the Stallion Owner/Breeding Manager make a guarantee that frozen semen will be available.** We 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 much 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 $200.00 US per dose *with approval of the Stallion Owner or Breeding Manager* and be payable to Stallion Owner-JANE BACKES. Additionally, any shipping fees or pickup fees will be due if shipped in US or in Canada.

3. _____**INITIALS** **For US Mare Owners: Mare Owner agrees to return frozen semen tank via FedEx DELIVERY; the day shipment is received or be charged a $50/day rental fee at Mare Owner's expense. MARE OWNER WILL BE SUPPLIED WITH $175.00 PREPAID SHIPPING LABEL FROM SHIPPER WHICH WILL BE SENT WITH SHIPMENT AND WILL BE *CHARGED TO MARE OWNERS CARD.***
4. _____**INITIALS** Breeding Manager agrees to ship frozen semen as described above. If a mare does not 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 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. _____**INITIALS Frozen** semen dose(s) that remain after the mare has conceived may be used on the mare named above and in the following ways:
   1)Frozen semen dose(s) may be stored at Mare Owners expense and used in case of a rebreed situation during the current or following breeding season; and/or
   2) Exceptions: If mare named in original contract is in foal with one dose of frozen semen, the additional dose may be used on another mare owned by the Mare owner and ***when the new mare is 30 days in foal*** **a payment of an additional $1300.00 breeding fee along with a fully executed contract** There is a live foal guarantee IF the mare is 30 days in foal and IF payment for the $1300.00 breeding fee has been paid at 30 days in foal. A $250 late fee will be charged if payment is not made when the mare is 30 days in foal.
6. _____**INITIALS** **FROZEN EMBRYOS: THE ORIGINAL BREEDING FEE IN THIS CONTRACT COMES WITH ONE REGISTRATION APPLICATION. ANY ADDITIONAL CRYOPRESERVED EMBRYOS MUST COMPLETE A NEW CONTRACT FOR EACH FROZEN EMBRYO WITH A PAYMENT OF $350.00 U.S. PER CONTRACT, IMMEDIATELY UPON FREEZING. ON 2026 BREEDINGS, THE $400 BALANCE OF THE BREEDING FEE IS DUE WHEN THE MARE IS 30 DAYS IN FOAL. FAILURE TO FILL OUT A NEW CONTRACT UPON FREEZING AND/OR PAYING THE BALANCE OF THE BREEDING FEE AT 30 DAYS IN FOAL MAY RESULT IN LATE FEE CHARGE OF $250.00.**
7. _____**INITIALS** **This frozen semen may not be used on any mare other than the mare named on page one of contract or with the exceptions noted in #5 above or without the express written consent of the Stallion Owner or Breeding Manager. THIS SEMEN MAY NEVER BE SOLD TO ANOTHER ENTITY.**
8. _____**INITIALS** **IT IS THE MARE OWNER'S RESPONSIBILITY TO NOTIFY THE BREEDING MANAGER OF FROZEN SEMEN BREEDING DATES PRIOR TO SEPTEMBER 1ST OF THE CURRENT BREEDING YEAR. ANY OWNER WHO HAS NOT REPORTED THE BREEDING DATE WILL BE CHARGED ALL LATE FEES FROM AQHA/APHA PLUS A $100.00 OFFICE FEE.**
9. _____**INITIALS** **Live Foal Guarantee and Rebreed Requirements:**
   a. A Live Foal Guarantee will apply for the following year to those mares that conceive and carry a pregnancy at least thirty (30) days from insemination (see other stipulations in contract).
   b. A Live Foal Guarantee *does not apply* to mares that are being rebred under the terms of this breeding contract from the 2025 breeding. The original breeding contract (from previous breeding season) is non-transferable and non-assignable and should original Mare that was bred in 2025 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" under the original terms of the contract, the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.
   c. To be eligible for a live foal guarantee, confirmation of pregnancy must be sent 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.
   d. 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 7 days. Return re-breed privileges shall apply only to the next normal breeding period.
   e. 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.
   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.**
   g. **The Stallion Owner requires, and Mare Owner agrees that ANY mare that is OPEN or is to be rebred under the terms of this contract MUST have a Clean, Negative Culture emailed/text/faxed to the Breeding**

Manager prior to the start of breeding season. A Non-Refundable Rebreed Chute Fee must be paid prior to any mare being rebred.

10. **_____INITIALS Should more than one foal result from a breeding, Mare Owner MUST COMPLETE an additional contract and pay an additional 2026 Breeding Fee of $750.00 ($400 stud fee/$350 Chute fee) US for each additional embryo and/or foal at thirty (30) days from the last breeding date in order to receive a breeder's certificate for any and all additional foals. Should Mare Owner NOT comply with all of the above stipulations prior to the end of the current year the original breeding contract was signed but does pay the additional total breeding fee; and remits a fully completed, signed breeding contract, along with the payment of a late fee of $250.00 US, the mare may be added to the Stallion Breeding Report. See #6 above for additional stipulations on Frozen/Cryopreserved Embryos.**
11. **_____INITIALS** No refunds will be given at any time for any fees including but not limited to the stallion breeding fee, any chute fees, frozen semen fee, semen shipment fees, document fees, etc.
12. **_____INITIALS THIS BREEDING NOR ANY FROZEN SEMEN THAT CAME WITH THIS BREEDING MAY BE SOLD TO ANOTHER ENTITY.**
13. **_____INITIALS** 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 paid as listed on page 1 of this contract and Mare owner agrees that at no time is the booking/chute fee refundable for any reason.
14. **_____INITIALS** When the Mare Owner signs and returns this contract to the Breeding Manager and Breeding 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. **_____INITIALS** 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 all signatures binding the party so signing.
16. **_____INITIALS 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 or Breeding Manager has breached the 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.
18. **Genetic Testing Results**: **7 Panel Negative; W20**

FEDEX LABEL (PREPAID BY MARE OWNER) WILL BE IN THE SHIPPING BOX.
TANK MUST BE RETURNED the SAME day TO:
BRIGHTSTONE RANCH 10724 GRICE RD MARIETTA, OK 73448
TEXT TRACKING TO 903-815-3347 KIM DEAN
$50/day Tank Rental Fee to be Paid if Tank Returned Late

SHIPMENT OR PICKUPS—All Fees for Breeding Fees/Shipping Must Be Paid Prior to Any Semen Being Shipped.
NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON.
All Breeding Fees/Fees for Frozen Doses make payable to JANE BACKES Send c/o Kim Dean 413 N Union Whitesboro, TX 76273
All Shipping Fees/Prepaid Label/Pickup/Tank Fees in US are payable IN US Funds to: Kim Dean.
To pay via card, fill out, fax/scan/email or call-in card information (All US Funds)
ALL PRICES ARE SHOWN WITH CASH/CHECK DISCOUNT

___Frozen Semen Federal Express within US $450 US & Return FEDEX Label to return tank $175 US.
___Frozen Semen Dose: $200.00 US funds (only with approval).
___Embryo Transfer/ICSI Mare (1 Total Breeding Fee must be paid per Embryo) US funds.
___ISCI Frozen Embryo Plus New Contract at $350.00 per Embryo on every date frozen US funds
___Balance of Stud Fee (On add'l *implanted* frozen embryos) MUST be paid when recipient is 30 days in foal US funds.
___Frozen Semen Pick Up: Your Tank if charged/$200; Your Tank if not already charged/$250.00 w/in US funds.
___Frozen Semen Pick Up Fee: Tank Rental ONE DAY $275.00 MUST BE RETURNED SAME DAY w/in US funds.
___$50/day Rental Fee is Charged after Day 1 until frozen tank is returned.

Mare Owner/Agent (Print Name): _____

Signature:**X**_____Date_____

Address_____ City_____/State _____Zip_____

Phone: (Work): _____ Cell): _____ (Fax)_____

E-MAIL ADDRESS_____

BREEDING MANAGER SIGNATURE: _____Date: _____
********** **Card Information**: With my signature, I request this card (or any card given via phone/text/email) be charged for 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 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: _____

Billing Statement Address: _____City_____State_____Zip_____

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

Signature **X** _____ Phone _____

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