

STALLION OWNER: McEquine Enterprise, LLC Rick McDonald Whitesboro, TX

BREEDINGMANAGER: Kim Dean 903-815-3347 Email: KimDeanTX@aol.com 903-651-0120 FAX

MAIL/EMAIL/FAX/TEXT CONTRACTS TO KIM DEAN 413 N. Union Whitesboro, TX 76273

For All Contracts: Kim Dean 903-815-3347 KimDeanTX@aol.com www.thebreedingbarn.com

A GOOD MACHINE

2026 ICSI and ADDITIONAL CRYOPRESERVED EMBRYO CONTRACT

We offer a Card Price and Cash/Check Price for ALL Goods and Services

THIS AGREEMENT, made on the date last shown below by and between **MCEQUINE ENTERPRISE, LLC** (“STALLION OWNER”) and the undersigned Mare Owner/Lessee/Agent (“MARE OWNER”) of the Mare (“MARE”) described below:

1. BREEDING: The Mare Owner hereby engages one service for the 1993 AQHA Stallion, A Good Machine (“Stallion”) AQHA # 3173093 (now deceased) for the following Mare for the 2025 breeding season by intracytoplasmic sperm injection (“ICSI”) _____ ICSI laboratory.

Mare: _____ Reg# _____ Breed _____

2. BREEDING FEES AND BOOKING FEE FOR ICSI IN 2026 & PRIOR YEARS:

A) _____ The Breeding Fee in 2026 shall be \$2,500.00 (Pd Via Check) which *includes* a non-refundable booking fee of \$1000.00. The \$1000.00 booking fee is payable with this Agreement to Stallion Owner upon the successful obtaining of an embryo, the balance \$1500.00 of the breeding fee MUST be paid together with any other fees due when the embryo is 30 days positive pregnancy in a recipient mare. Late notifications and/or delinquent payments of the balance of the Breeding Fee will incur an additional \$250.00 late fee to receive a breeder’s certificate.

B) _____ The ADDITIONAL Embryo Fee for ANY ADDITIONAL EMBRYOS retrieved from ANY ICSI procedures including Cryopreserved Embryos in 2026, will be at the rate of \$1,750.00 (Pd Via Check) per embryo. The \$500.00 booking fee MUST BE PAID, and an additional contract *must be completed* upon implantation of EACH embryo in a recipient mare OR Embryos during the 2026 breeding season. Additionally, when the recipient mare is 30 days in foal, the \$1250.00 balance will be due and must be paid prior to a 60-day pregnancy check to receive a breeder’s certificate. Late notifications and/or delinquent payments of the balance of the Breeding Fee may incur an additional \$250.00 late fee to receive a breeder’s certificate.

C) _____ The Additional Embryo Breeding Fee for ALL ADDITIONAL EMBRYOS retrieved from SEMEN DOSES owned and stored by the Mare Owner and purchased from any year PRIOR to 2024 will be at the rate of \$1,500.00 (Pd Via Check) per embryo in 2026. A \$500.00 booking fee MUST be paid, and an additional contract *must be completed* upon implantation of EACH embryo in a recipient mare or for ANY Cryopreserved Embryos. When a recipient is 30 days in foal, the \$1000.00 balance will be due and must be paid prior to a 60-day pregnancy check to receive a breeder’s certificate. Late notifications and/or delinquent payments of the balance of the Breeding Fee may incur an additional \$250.00 late fee to receive a breeder’s certificate.

D) _____ Additional Cryopreserved/Vitrified (frozen) embryo(s) Breeding Fees in 2025 and prior years are \$1500.00 (Pd Via Check). A \$300.00 booking fee MUST have been paid, and an additional contract *completed* for EACH Cryopreserved or Frozen Embryo within 30 days of being frozen. The \$1200.00 balance of the breeding fee will be due when each frozen embryo is transplanted in the recipient and recipient is 30 days in foal, The \$1200.00 balance must be paid prior to a 60-day

pregnancy check to receive a breeder's certificate. Late notifications and/or delinquent payments of the balance of the Breeding Fee may incur an additional \$250.00 late fee to receive a breeder's certificate.

E) _____ If a Frozen Semen Straw is NOT stored at the ICSI Lab of Mare Owner's choice, Mare Owner must pay for the shipment of ICSI straw to ICSI Lab. The fee is \$450.00 (pd via check) US via FedEx to ICSI Facility and \$175.00 (pd via check) returning frozen semen tank via FedEx Return Label from ICSI Facility back to Brightstone Ranch. Mare Owner is entitled to use ONE cut of ICSI straw for THIS contract and ICSI procedure. Additional cuts or ICSI attempts are \$250.00 each (pd via check) and must be paid PRIOR to the attempt.

3. **THERE IS NO LIVE FOAL GUARANTEE:** It is the Mare Owner's responsibility to insure their investment. Mare Owner is responsible for placing insurance coverage on any recipient mare carrying an embryo. Stallion Owner **DOES NOT OFFER A LIVE FOAL GUARANTEE.** Contact your insurance agent concerning their offer of this type of coverage. Debbie Martin with Asset Equine also offers this type of coverage. Her contact number information is Debbie@assetquine.com or 940-686-0869. _____ **Initial Here**

4. **NOTIFICATION REQUIREMENT---** **initial EACH line below:**

_____ **Initial Here** 1) Breeding Manager **MUST** be notified of total number of embryos produced from the ICSI procedure **AND** the total number of embryos transferred into recipient mares from the ICSI procedure within 3 days of the transfer date.

_____ **Initial Here** 2) Breeding Manager **MUST** be notified of the total number of embryos Cryopreserved/Vitrified (frozen) within three (3) days after the ICSI procedure is performed. All Cryopreserved/Vitrified (frozen embryos) **MUST** fill out a new contract with a \$300.00 down payment PER embryo. The \$1200.00 balance will be due when the mare is 30 days in foal.

_____ **Initial Here** 3) Breeding Manager **MUST** be notified when ANY Cryopreserved/Vitrified (frozen) is transferred into a recipient mare.

_____ **Initial Here** 4) Breeding Manager **MUST** be notified when ALL 30-day positive pregnancy checks are achieved. The balance of the total breeding stud fee is due when the mare is 30 days in foal.

_____ **Initial Here** 5) Breeding Manager **MUST** be notified BEFORE a recipient mare departs the facility

_____ **Initial Here** 6) Mare Owner/Lessee/Agent agrees to have their credit card charged immediately for ALL 30-day positive pregnancy checks that are achieved from any ICSI procedures.

_____ **Initial Here** 7) It is the Mare Owner's responsibility to notify the Breeding Manager by September 1st of any and all breeding dates for any recipient mare in foal in order to be put on the Stallion Breeding Report or a \$250.00 late fee will be charged to put mare on the Stallion Breeding Report.

_____ **Initial Here** 8) Any deviation from any of the terms described in this contract may result in an unregistrable foal or late fee of \$250.00 per embryo.

5. _____ **Initial Here** **MULTIPLE EMBRYOS:** See Contract Terms under 2A through 2E.

No Breeders Certificate for any foal shall be issued without additional payment for additional embryos and/or offspring.

Failure to notify BREEDING MANAGER of ALL Additional 30-day positive pregnancy checks and failure to pay the total breeding fee(s) will result in a late fee of \$250.00 per embryo to obtain Breeder's Certificate.

6. _____ **Initial Here** **BREEDER'S CERTIFICATES:** Upon notification of birth of a live foal, and after full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, **BREEDING MANAGER OR STALLION OWNER** shall issue or release online a breeder's certificate to the **MARE OWNER**.

7. **STALLION INCENTIVE PROGRAMS:** Stallion owner reserves the right to participate or not participate in any incentive program, with or without notice to the Mare Owner.

8. **WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT FOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**

9. **AGREEMENT:** This Agreement:

- a) may neither be assigned nor transferred in any manner, absent the express written permission of Breeding Manager:
- b) constitutes the entire agreement of the parties:
- c) supersedes all other agreements or understandings between the parties:
- d) may not be amended in any manner other than in a writing executed by both parties:
- e) shall be binding upon the individual party's successors, assigns, executors, administrators, beneficiaries, representatives, heirs, and permitted assigns of the parties.
- f) failure of STALLION OWNER or Breeding Manager to require performance of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10. **BINDING EFFECT:** This Agreement shall become binding when:

- a) MARE OWNER has provided a credit card and/or check, and/or paid the Booking Fee.
- b) STALLION OWNER or his Breeding Manager receives a signed copy of this Agreement.
- c) STALLION OWNER or his Breeding Manager signs a copy of this Agreement.

11. **LITIGATION:** Both 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 Whitesboro, Grayson County, Texas and shall be construed and enforced under the laws of the State of Texas. *All objections to the 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. Both parties agree should any dispute or claims 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, regarding this contract that at no time will any damages ever be awarded in any amount greater than the actual or original total breeding fee that was paid as listed on page one of this contract. It is further agreed that this Agreement constitutes the full agreement between both parties. The Agreement cannot be amended except in writing and is signed by all parties. Should any dispute arise shall be limited to the actual total breeding fee that was paid as listed on page one of this or the original contract. **Both parties agree that at no time will any damages ever be awarded in any amount greater than the original Breeding Fee or Booking Fee paid which is listed on page one of this or the original contract from a previous year.** Initial Here

12. 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, fax, etc. with signatures binding the party so signing.

13. 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 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 from a previous year.

14. Initial Here **Contract:** When the mare owner signs and returns this contract to the Breeding Manager and the 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

15. **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.

16. **Genetic Tests:** HERDA-N/N PSMM -n/n HYPP-N/N GBED-N/N

FEES: SEMEN WILL NOT BE RELEASED WITHOUT ALL FEES BEING PAID PRIOR TO THE ICSI PROCEDURE. NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. Make checks payable to MCEQUINE ENTERPRISE, LLC. We offer a Card Price and Cash/Check Price for ALL Goods and Services Fill out, fax (903-651-0210), text/call (903-815-3347) or email your contract (kimdeantx@aol.com)

Frozen Semen Federal Express within US \$450 US funds
Return FEDEX Label to return tank within US \$175 US funds.
Embryo Transfer/ICSI Mare (1 Total Breeding Fee must be paid per Embrvo) US funds.
ISCI Frozen Embryo Plus New Contract at \$300.00 per Embryo on every date frozen US funds
Balance of Stud Fee (Add'l implanted frozen embrvos) 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.

Mare Owner/Agent (print): _____

Signature: **X** _____ Date _____

Address _____

City/State/Zip: _____

Telephone: (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

BREEDING MANAGER SIGNATURE: _____ Date _____

I, the Mare Owner, or Agent, with my signature on this contract, agree that I have read and agree to all terms of the contract. I agree to pay all fees owed with this card (or another one that the mare owner/agent has called in to use) for all non-refundable booking fees, additional cuts/ICSI attempts @ \$250/attempt, breeding fees or \$400.00/shipment shipping fees for the ICSI straw to Mare Owner's ICSI facility and the \$175.00 return shipping fee with pre-paid label for the return of the tank from the ICSI facility.

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: _____

Billing Statement Address: _____ City _____ State _____ Zip _____

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

PLEASE SIGN AND RETURN **ALL PAGES** OF CONTRACT.