STALLION OWNER: Brent & Kate Bamford Priddis, Alberta Canada

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: Call Kim Dean 903-815-3347 Cell

## YALL HASHTAG THIS (REBREED CONTRACT)

| ame of Mare  | Registration#  |
|--|--|
| Breed  | Owner on Papers  |
| The non-refundable semen will be shippe At no time will any s  | ALREBREED CHUTE FEE is: \$\(\frac{400.00}{200.00}\) (Check) payable to KIM DEAN (Agent for Brent & Kate Bamford). REBREED CHUTE FEE shall be payable upon execution of this contract or a minimum of (10) days before d unless it is paid with cashier's check, money order, or card which may be payable any time prior to shipment hipments be made without the full CHUTE FEE (rebreed) being paid in advance. All semen shipment fees and MUST BE PAID prior to shipment. We offer a Card Price and Cash/Check Price for all goods and services.   |
| We offer a Card a. Cooled Semen Add \$15 to any b. Pickup Fee \$2 Box must be r c. Counter to Coo d. Canadian Exp e. Stallion Servic f. The Box Used to card on file if b Text confirmation of s SEMEN BOX MU Keith Feister 1072 | on and Shipping Fees (all fees in U.S. Dollars)  Price and Cash/Check Price for all goods and services: via FedEx in US \$375.00 (Check) shipment of or \$400.00(Check) to Canada. shipment for Saturday delivery 5.00 if mare owner brings box(Check); \$250.00 if Breeding Farm provides box. eturned or a \$25 box fee per pickup will be charged to mare owner. Inter Air Services in US includes courier fees to airport and Airline Ticket \$475.00(Check) ort Paperwork per shipment \$500.00(Check) Auctions, Futurity Breeding's, and Re-Breed Chute Fee \$500.00(Check) o Ship/Pickup/Fly COOLED SEMEN MUST BE RETURNED at Mare Owners Expense or \$25.00 will be charged to ax is not received by the breeding farm within 7 days of receipt. hipping to Kim Dean at 903-815-3347.  IST BE RETURNED TO:  4 Grice Rd Marietta, OK 73448 Text Tracking to 903-815-3347  DER FOR A SHIPMENT CALL KIM DEAN 903-815-3347 |

## 2. Semen Shipping and Order Placement:

- a. Breeding Manager will begin shipping cooled semen on Feb.15th of the current breeding season and end on or before June 1st. b. Shipping days are Monday, Wednesday, Friday ONLY. We will not ship on any non-breeding days.
- c. Request for a shipment of cooled semen must be made by 7:00pm E.S.T. the evening PRIOR to a shipping day. Cancel/Confirm must be made by 7:00 a.m. E.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. 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
- 3. **INITIAL HERE** Cooled Semen Disclaimer: Semen is shipped on a first call, first serve basis with on farm mares receiving 1st priority. Please remember that a cooled semen contract does not guarantee semen will be available. Stallion Owner and 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.

- 4. **INITIAL HERE Live Foal Guarantee:** The Live Foal Guarantee <u>does not apply</u> to mares that are being rebred under the terms of this breeding contract. The original breeding contract (from previous breeding season only) is non-transferable and non-assignable and should original Mare that was bred 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" rights under the original terms of the contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable
- 5. INITIAL HERE Clean Culture Required: The Stallion Breeding Manager requires, and Mare Owner agrees that ANY mare that is to be re-bred must have a Clean/Negative Culture faxed/emailed 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
- 6. **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 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.
- 7. INITIAL HERE Cancellation of Contract: The Live Foal Guarantee in your previous 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. 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 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 rebreed contract may not be sold.
- 8. **INITIAL HERE** Breeder's 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.
- 9. INITIAL HERE Litigation: The parties acknowledge that this agreement is made and performed within the County of Grayson, State of Texas. Both parties agree that should any dispute or claims arise regarding this contract, the venue will be in the State 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.
- 10. **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.
- 11. **INITIAL HERE** Liquidated Damages: Should any dispute arise that is not otherwise governed or covered by a provision in this Rebred 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.
- 12. **INITIAL HERE 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

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

<u>FEES</u>: THE BREEDING FARM WILL NOT SHIP SEMEN WITHOUT <u>ALL</u> FEES BEING PAID <u>PRIOR</u> TO SHIPMENT OR PICKUP---- NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON.

Fill out card information below or email, text, fax or call in your card information. All fees in US Dollars If you would prefer to pay for the fees by check:

MAIL ALL CHECKS C/O: KIM DEAN 413 N UNION WHITESBORO, TX 76273

| Mare Owner:                               |                        |   |   |   |                       | _ |
|---|------------------------|---|---|---|-----------------------|---|
| Signature Mare Owner/A                    | gent :X                |   |   |   | _Date                 | - |
| Address                                   |                        |   |   |   |                       |   |
| City/State/Zip:                           |                        |   |   |   |                       | - |
|   |                        |   |   |   |                       |   |
| E-MAIL ADDRESS                            |                        |   |   |   |                       | _ |
| *****                                     | *******                | ******                                  | ******  | *******   | ******                |   |
| BREEDING MANAGER SIGNATURE:               |                        |   |   |   |                       |   |
| understand there is information is filled | s a Card Price and a C | ash Price (see pa<br>d to use this card | age 1 of breeding cont<br>d (or any other card pr | fees in regard to this b<br>ract). I may pay in adva<br>ovided by me) to be cha | nce by check or if ca |   |
| Visa                                      | MasterCard             | AmExp                                   | Discover  | I Will Pay by Check I   | Prior to Shipment     |   |
| Name of Cardholder:                       |                        |   |   |   |                       |   |
| Billing Statement Ado                     | dress:                 |   | City  | State   | Zip                   |   |
| Card #                                    |                        | Exp Date                                | 3/4 #'s on bac                                    | ek of card  |                       |   |
| Signature                                 |                        |   | Phone   |   |                       |   |

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

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.