

**FROZEN SEMEN OWNER: Kim Dean 903-815-3347 Email: KimDeanTX@aol.com 903-651-0120 FAX
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For All Contracts: Kim Dean 903-815-3347 KimDeanTX@aol.com www.thebreedingbarn.com
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Email: r.natali@aafvq.it EU-Centre -Italy Phone:+39 0432 672184 Fax: +39 0432 672174**

CERTAIN POTENTIAL **2024 ICSI and ADDITIONAL EMBRYO CONTRACT**

THIS AGREEMENT, made on the date last shown below by and between **KIM DEAN** (“FROZEN SEMEN 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 1996 AQHA Stallion, Certain Potential (“Stallion”) AQHA # **3446358** for the following Mare for the 2024 breeding season by intracytoplasmic sperm injection (“ICSI”) at _____ ICSI laboratory.

Mare: _____ Reg# _____ Breed _____

2. BREEDING FEES AND BOOKING FEE FOR ICSI IN 2024 & PRIOR YEARS:

A) _____ The Breeding Fee in 2024 shall be **\$1500.00** which includes a non-refundable booking fee of **\$500.00**, which is payable with this Agreement to Frozen Semen Owner. Upon the successful obtaining of an embryo, the balance of the breeding fee of **\$1000.00** shall be paid together with any other fees due when the embryo is 30 days positive pregnancy in a recipient mare.

B) _____ The ADDITIONAL Embryo Breeding Fee for ANY ADDITIONAL EMBRYOS retrieved from any ICSI procedures including Cryopreserved Embryos in 2024 and before, will be at the rate of \$1,500.00 per embryo. 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 obtained during the 2024 breeding season. Additionally, when the recipient mare is 30 days in foal, the **\$1000.00** balance will be due and *must be paid prior to a 60-day pregnancy check* in order to receive a breeder’s certificate. Late notifications and/or late payments of the Booking Fee or Breeding Fee may incur an additional \$1000.00 late fee in order to receive a breeder’s certificate

C) _____ The Additional Embryo Breeding Fee for ALL ADDITIONAL EMBRYOS retrieved for **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** per embryo in 2024. 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* in order to receive a breeder’s certificate. **Late notifications and late payments of the breeding fee MAY incur an additional \$1000.00 late fee in order to receive a breeder’s certificate.**

D) _____ Additional Cryopreserved/Vitrified (frozen) embryo(s) Breeding Fees in 2024 and prior years is \$1500.00 per embryo. A **\$500.00** booking fee **MUST** be paid, and an additional contract *must be completed* for EACH Cryopreserved/Vitrified (frozen) Embryo within 30 days of being frozen. The **\$1000.00** 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 **\$1000.00** balance *must be paid prior to a 60-day pregnancy check* in order to receive a breeder’s certificate. Late notifications and late payments of the breeding fee may incur an additional \$1000.00 late fee in order to receive a breeder’s certificate.

E) _____ Breeding Fees for mares already bred/in foal from years 2023 and prior, that have produced MORE than one foal must pay an additional \$1500.00 breeding fee per each additional embryo/and or offspring. A \$250.00 late fee will be charged if breeding dates were not given to the FROZEN SEMEN OWNER by August 1st of the breeding year in order to put mare on the Stallion Breeding Report.

F) _____ If 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 \$395.00US via FedEx to ICSI Facility and \$150.00US 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 are \$500.00 each.

3. **THERE IS NO LIVE FOAL GUARANTEE:** It is the Mare Owner's responsibility to insure their investment. Mare Owner is responsible to place insurance coverage on any recipient mare carrying an embryo. FROZEN SEMEN 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.

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

_____ 1) Stallion Marketing 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.

_____ 2) Stallion Marketing 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 \$500.00 down payment PER embryo. The \$1000.00 balance will be due when the mare is 30 days in foal.

_____ 3) Stallion Marketing Manager MUST be notified when a Cryopreserved/Vitrified (frozen) is transferred into a recipient mare.

_____ 4) Stallion Marketing Manager MUST be notified when ALL 30-day positive pregnancy checks are achieved. The \$1000 balance is due when mare is 30 days on foal.

_____ 5) Stallion Marketing Manager MUST be notified BEFORE a recipient mare departs the facility.

_____ 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. The Balance of the breeding fee MUST be paid at that time.

_____ 7) It is the Mare Owner's responsibility to notify the Stallion Owner by August 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.

_____ 8) Any deviation from any of the terms described in this contract may result in an unregistrable foal.

5. **MULTIPLE EMBRYOS:** See Contract Terms under 2A through 2F. No Breeding Certificate for any foal shall be issued without additional payment for additional embryos and/or offspring. **Failure to notify FROZEN SEMEN OWNER of ALL Additional 30-day positive pregnancy checks and failure to pay the total breeding fee(s) may result in a late fee of \$1000.00 per embryo in order to obtain Breeding Certificate.** _____ **Mare Owner Initial Here**

6. **BREEDERS 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, FROZEN SEMEN OWNER shall issue or release online a breeder's certificate to the MARE OWNER.

7. **STALLION INCENTIVE PROGRAMS:** Frozen Semen 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 Frozen Semen Owner.
- 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 interpreted in accordance with the laws of the State of Texas, County of Grayson;
- f) shall be binding upon the individual party's successors, assigns, executors, administrators, beneficiaries, representatives, heirs, and permitted assigns of the parties.
- g) failure of FROZEN SEMEN OWNER to require performance of any provision of this Agreement shall not affect FROZEN SEMEN 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) FROZEN SEMEN OWNER receives a signed copy of this Agreement;
- 3) FROZEN SEMEN OWNER signs a copy of this Agreement.

A copy of the Mare's Certificate of Registration and, if applicable, documents concerning the lease of the Mare MUST accompany this Agreement.

11. 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 State Court or 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. 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 Frozen Semen Owner 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, 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

_____ Mare Owner Initial Here 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.

12. 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. 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 Frozen Semen Owner 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 or the original contract from a previous year.

14. Contract: When the mare owner signs and returns this contract to the Frozen Semen Owner and the Frozen Semen Owner 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 Testing Results:

MH N/N; PSMM N/N; HYPP N/N; GBED N/N; HERDA N/N, MYHM N/N

FEES: SEMEN WILL NOT BE RELEASED WITHOUT ALL FEES BEING PAID PRIOR TO ICSI PROCEDURE. NO EXCEPTIONS WILL BE MADE AT ANY TIME FOR ANY PERSON. A 3.5% CONVENIENCE FEE WILL BE CHARGED FOR ALL CREDIT/DEBIT CARD CHARGES.

Make checks payable to KIM DEAN.

Fill out, fax (903-651-0210), text/call (903-815-3347) or email your contract (kimdeantx@aol.com I, the Mare Owner or Agent, with my signature on this contract, agree that I have read and agree to all terms of contract. I agree to pay all fees owed with this credit card (or another one that the mare owner/agent has called in to use) for the non-refundable booking fee, breeding fee or any shipping fees for the ICSI straw to Mare Owner's ICSI facility and the shipping for the return of the tank from the ICSI facility.

Mare Owner/Agent: _____

Signature: X _____ Date _____

Address _____

City/State/Zip: _____

Telephone: (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

STALLION REPRESENTATIVE SIGNATURE: _____ Date _____

Credit Card Information: (A 3.5% convenience fee will be charged if fee is not paid in advance by check):

Please charge my credit/debit card for all fees: _____ Visa _____ MasterCard _____ AMEX

Name as listed on Card: _____

Billing Statement Address: _____

Card # _____ Exp Date _____ #'s on back of card

Cell Phone _____ Email Address: _____

Signature x _____ Date _____

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.
FROZEN SEMEN OWNERS WILL PROCESS CONTRACT AND RETURN COPY VIA EMAIL TO YOU.