

STALLION OWNER: Courtney & Aaron Moses and Kim Dean dba Moses & Dean

STALLION MARKETING 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 1346 Prairie Grove Rd, Valley View, TX 76272

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

LL COOL BAY

COOLED TRANSPORTED SEMEN AGREEMENT

I hereby agree on this the _____ day of _____ 20__ to breed the mare below to the Stallion, **LL COOL BAY**, AQHA Reg# 4655606; for the **2024** season using cooled transported semen subject to the following conditions:

All Breeding Fees below <u>INCLUDE</u> the chute/booking fee	
2024 Breeding Fee	\$1750
APHA Mares	\$1650
Previous Breeder	\$1600
EARLY PAYMENT	\$1650
Add'l Mare	\$1500
AQHA World, Congress, or NSBA Champion/Reserve or Producer of Same	\$1350
Trainer Discount (Trainer name MUST be on papers/ 100% income derived from training)	\$1250

Payment Plan __Y __N Payment plan ___\$600 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.

Name of Mare _____ AQHA ___ APHA ___ APHC

Registration# _____ Owner on Papers _____

The Total Breeding Fee for LL COOL BAY, AQHA Reg# 4655606; for the 2024 season is: \$ 1650.00 APHA MARES payable to Moses & Dean (This Total Breeding Fee is broken down separately as Stud Fee \$ 1050.00 and non-refundable Booking/Chute Fee \$ 600.00.) The Non-Refundable Booking/Chute 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.**

- 2024 Collection and Shipping Fees:**
 - \$325.00 Fee per shipment of cooled semen via Federal Express in US or \$375.00 to Canada with weekday delivery.
 - \$350.00 Fee for Saturday Federal Express deliveries or \$400.00 to Canada for Saturday Delivery.
 - \$175.00 Pickup Fee if the Mare Owner brings a shipping box or \$200 if Breeding Farm provides the shipping box (which must be returned or a \$25 fee per pickup will be charged).
 - \$400.00 Fee for Same Day Air Services within the US includes courier fees to DFW airport..
- \$300.00 **Canadian Export Paperwork is \$275/shipment if courier does not need to take to OKC/USDA.**
 - \$350.00 Fee for ALL breeding's purchased through Stallion Service Auctions, Futurity Breeding's, and Re-Breeds.
 - The Box Used To Ship/Pickup/Fly Semen MUST BE RETURNED at Mare Owners Expense or \$25.00 will be charged to card on file if box is not received by the breeding farm within 7 days of receiving it. Text confirmation of shipping to Kim Dean at 903-815-3347**

SEMEN BOX MUST BE RETURNED TO:

Keith Feister 1346 Prairie Grove Rd Valley View, TX 76272

Text confirmation of shipping 903-815-3347

- Semen Shipping and Order Placement:**
 - Breeding Manager will begin shipping cooled semen on February 15th of the current breeding season and end on before June 1.
 - Shipping days are Monday, Wednesday, Friday ONLY. We will not ship on any non-breeding days.
 - Request for a shipment of cooled semen must be made by 5:00pm C.S.T. the evening PRIOR to a shipping day.** Cancellation must be made by 7:00 a.m. C.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.
 - One dose of semen will be sent per shipment.
 - 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.
 - 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

INITIAL HERE

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

4. **Cooled Semen Disclaimer:** Semen is shipped on a first call, first serve basis with on farm mares receiving first 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
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 (60) days from insemination (see other stipulations in contract).
 - b. To be eligible for a live foal guarantee, a confirmation of pregnancy must be submitted from a veterinarian in the form of a documented ultrasound picture prior to the end of 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 Stallion Marketing Manager is notified within seven (7) days thereof and receives a veterinarian's statement confirming death within 7 days.
 - d. Return re-breed privileges shall apply only to the next normal breeding period.
 - 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 Stallion Marketing Manager or the Stallion Owner and ONLY if the original mare has died or is deemed unfit for breeding and meets the same qualifications 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, Canadian Import fees, etc.
5. **Open Mares or Rebreed Requirements:** Stallion Owner requires and Mare Owner agrees that ANY mare that is OPEN and was bred last year or a mare that did not get in foal and is to be Re-Bred under the terms of this contract MUST have a Clean/Negative Culture emailed/text/faxed to the Stallion Marketing Manager prior to the start of breeding season; be under lights by November 30th prior to the next normal breeding season and be ready to be bred prior to the end of February of the next normal breeding season (see additional rebreed information in this contract).
6. **Paint Color Guarantee** is for the following breeding season and only when all stipulations are met 1) Single papered APHA mares with *two* paint parents and 2) Carry the W20 and W35 gene and 3) With the payment of a Paint Chute Fee to be equal to exactly one-half of the current advertised Total Breeding Fee. All other rebreed guarantees as stated in this contract.
7. **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 September 30 of current breeding season) will require Mare Owner to pay an additional \$250.00 late fee in order to add additional mare to the stallion breeding report.
8. **Cancellation of Contract:** The Live Foal Guarantee in this 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 be cancelled 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 choose to 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 breeding may never be sold**
9. **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.
10. **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 1 of this contract.

- 11. **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.
- 12. **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 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.
- 13. **Contract:** When the mare owner signs and returns this contract to the Stallion Marketing Manager and the Stallion Marketing 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
- 14. **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.
- 15. **Genetic Test:** HYPP-N/N; GBED-N/N; **HERDA-N/HRD**; HYPP-N/N; MH-N/N; PSSM1-N/N, DOMINATE WHITE N/W20

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

Make Check Payable to MOSES & DEAN or fill out credit card information below or email, text, fax or call in your credit card information. All fees in US Dollars

With Mare Owner/Agent signature below, it is acknowledged that **LL COOL BAY** carries the Herda gene, and mare being bred does NOT carry the HERDA gene.

Mare Owner: _____

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

Address _____

City/State/Zip: _____

Telephone: Cell Phone: _____ (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

STALLION MARKETING MANAGER

SIGNATURE: _____ Date: _____

Credit Card Information: With my signature below, please charge all fees for the breeding season to the credit card below or any additional credit card I may give you over the phone, email, text, etc..

I understand a 3.5% processing fee will be added to all credit card charges. Visa MasterCard American Express

Name On Card: _____

Billing Address w/Zip _____

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

Signature **X** _____ Phone _____

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.

STALLION MARKETING MANAGER WILL PROCESS CONTRACT AND RETURN COPY VIA EMAIL TO YOU.