THE BEST PRINCIPLES

STALLION OWNER: Jane Backes Dallas, TX

BREEDING MANAGER (Agent): Kim Dean 903-815-3347 Email: KimDeanTX@aol.com

Kim Dean 413 N. Union Whitesboro, TX 76273 (MAIL/EMAIL/ TEXT CONTRACTS HERE)

STALLION MANAGER/BREEDING FARM: Keith Feister 10724 Grice Rd Marietta, OK 73448

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

COOLED TRANSPORTED SEMEN AGREEMENT

I hereby agree on this the _____day of_____ 20_____ to breed the mare below to the Stallion,

THE BEST PRINCIPLES, AQHA Reg# 5802557; APHA# 1,104,943 for the 2027 season using cooled transported semen subject to the following conditions:

Name of Mare: _____

AQHA#_____ APHA#_____ ApHC#_____

Registration# Owner on Papers_____

The Total Breeding Fee for **THE BEST PRINCIPLES,** for the 2027 season is: $_____ payable to **Jane Backes**. (The Total Breeding Fee INCLUDES the Non-Refundable Booking/Chute Fee $500.00.) 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 in full a minimum of one week prior to shipment unless it is paid with a credit card. At no time will any shipments be sent without the Total Breeding Fee and all Shipping/Pickup Fees being paid. **We offer a Card Price and Cash/Check Price for all goods and services. Prices listed below are if paid by check**:

2027 Breeding Fees

_____ **Breeding Fee (Includes Chute/Booking Fee)**	**$1250.00**
_____ **APHA (single papered) (Includes Chute/Booking Fee)**	**$ 900.00**
_____ **Early Payment Discount (Includes Chute/Booking Fee)**	**$1000.00**
_____ **Additional Mare Discount (Includes Chute/Booking Fee)**	**$1000.00**
_____ **Previous Breeder Discount (Includes Chute/Booking Fee)**	**$1100.00**
_____ **AQHA/APHA World/Congress/NSBA Champ/Res/Producer in approved event**	**$ 850.00**
_____ **Full Time Trainer Discount/Name on Papers**	**$ 850.00**
_____ **Stallion Service Auction $500.00 Chute/Booking Fee**	**$ 500.00**

2027 Collection and Shipping Fees (all fees in U.S. Dollars)

_____**Cooled Semen via FedEx in US $375.00**

_____**Cooled Semen Shipment in US with Saturday delivery $400.00**

_____**Pickup Fee with Mare Owner's shipping box $200.00 or $225.00 if Breeding Farm provides shipping box.**

_____**Counter to Counter Air Service in US includes Collection, Courier Fees to Airport and Airline Ticket $495.00**

_____**Shipping Box to be returned to Breeding Farm - $35 Box Fee if Not Returned within 7 days.**

Please Make Your Check Payable for Breeding Fees to JANE BACKES
Please Make Your Check Payable for Shipping, Pickup, Counter to Counter Fees to KIM DEAN
Mail ALL Checks To: Kim Dean 413 N Union Whitesboro, TX 76273

SEMEN BOX MUST BE RETURNED TO:

Keith Feister 10724 Grice Rd Marietta, OK 73448 Text Tracking to 903-815-3347

1. Semen Shipping and Order Placement:

a. _____**INITIALS** Breeding Manager (Agent) will begin shipping cooled semen on February 15th of the current breeding season and ends on or before June 1st.

b. _____ **INITIALS** Shipping days are Monday, Wednesday, and Friday ONLY. We will not ship on any non-breeding days.

c. _____ **INITIALS** Request for a shipment of cooled semen must be made by 6:00pm C.S.T, the evening PRIOR to a shipping day. Cancellations must be made by 7:00 a.m. C.S.T. on shipping day to avoid a $100.00 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 $100.00 courier fee.

d. _____ **INITIALS** One dose of semen will be sent per shipment.

e. _____ **INITIALS** 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. _____ **INITIALS** 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.

2. _____INITIALS Cooled Semen Disclaimer: Semen is shipped on a first call, first serve basis. A cooled semen contract does not guarantee semen will be available. Stallion Owner, Breeding Manager (agent), Breeding Facility and all their 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.

3. _____INITIALS 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 thirty (30) days from insemination (see other stipulations in contract).

b. To be eligible for a live foal guarantee, confirmation of pregnancy must be submitted by a veterinarian in the form of a documented ultrasound picture prior to the end of the 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 Breeding Manager (Agent) is notified within seven (7) days thereof and receives a veterinarian's statement confirming death within (seven) 7 days.

d. Return re-breed privileges shall apply ONLY to the next normal breeding period. No exceptions

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 Breeding Manager (Agent) or the Stallion Owner and ONLY if the original mare has died or is deemed unfit for breeding and meets the same qualifications (for discounts given) 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, frozen semen fees, veterinarian fees, etc.

4. _____**INITIALS** **Open Mares and/or Rebreed Requirements**: Stallion Owner requires and Mare Owner agrees that ANY mare that is OPEN or is to be Re-Bred under the terms of this contract MUST have a Clean/Negative Culture emailed/text to the Breeding Manger (Agent) 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 March of the next normal breeding season (see additional rebreed information in this contract). _

5. _____INITIALS **Paint Color Guarantee:** is for the following breeding season and ONLY when all stipulations are met 1) Single papered APHA mares with two APHA parents and 2) Carry the W20 gene and W35 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.

6. _____**INITIALS** **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 after being confirmed in foal within forty-five (45) days of the last breeding date. **Failure to timely report (after October 1st of current breeding season) any additional pregnancies and/or pay the required Breeding Fee may result in a $250.00 Late Fee plus additional $100.00 late fee to AQHA and/or APHA for fees incurred to add mare to the Stallion Breeding Report(s). (see other terms in this contract).**

7. _____INITIALS **Cancellation and Termination 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 for fees paid under this Contract, including Breeding Fee, Stud Fee, Booking/Chute Fee, semen shipment fees, veterinary fees or other breeding-related fees or expenses, except where otherwise required by law.
If the Stallion dies, becomes infertile, unavailable, or otherwise unfit for breeding service, this Contract shall become null and void and the parties shall be relieved of future obligations, while Mare Owner remains responsible for fees and expenses already incurred or outstanding. At Stallion Owner's sole discretion, Stallion Owner may offer available frozen semen or a substitute breeding to another stallion, subject to applicable additional fees.
This breeding and all rights under this Contract may not be sold, transferred, assigned, or conveyed without the express written consent of Stallion Owner or Breeding Manager (Agent).

8._____ INITIALS **Breeder's Certificate:** A Breeder's Certificate will be issued to the Mare Owner only after all fees and expenses have been paid in full to the Breeding Manager (Agent). The original Breeding Fee paid under this Contract includes one (1) Registration Application. All fully paid contracts will have their Breeder's Certificate's released online through AQHA and APHA. Only one (1) Breeder's Certificate/Registration Application will be released through AQHA or APHA for each Total Breeding Fee paid. If ICSI, embryo transfer, frozen embryos, or use of additional frozen semen results in more than one pregnancy, each additional pregnancy requires a separate breeding contract and payment of the applicable additional Breeding Fee when mare is 45 days in foal. Failure to timely report the additional pregnancies and/or pay the required Breeding Fee may result in a $250.00 Late Fee plus additional $100.00 late fee(s) to AQHA and/or APHA for fees incurred to add mare to the Stallion Breeding Report(s). (see other terms in this contract).

9. ____ INITIALS **No Sale or Transfer:** THIS BREEDING AND ANY FROZEN SEMEN SUPPLIED WITH THIS BREEDING MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR CONVEYED TO ANOTHER PERSON OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF STALLION OWNER OR BREEDING MANAGER (AGENT).

10. _____INITIALS **Governing Law, Venue and Limitation of Liability:** The parties acknowledge and agree that this Agreement is made and performed in Grayson County, Texas. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any dispute, claim, or legal action arising out of or relating to this Agreement, the breeding contemplated herein, or the relationship between the parties shall be brought exclusively in a court of competent jurisdiction located in Grayson County, Texas, including the appropriate Small Claims Court when applicable. Each party expressly consents to such jurisdiction and waives any objection to jurisdiction or venue in Grayson County, Texas. To the fullest extent permitted by applicable law, the total liability of Stallion Owner,

Breeding Manager (Agent), Stallion Manager, and their respective owners, employees, agents, and representatives for any claim arising out of or relating to this Agreement shall in no event exceed the Total Breeding Fee actually paid by Mare Owner under this Contract as shown on page one. Under no circumstances shall Stallion Owner, Breeding Manager (Agent), Stallion Manager, or their agents be liable for consequential, incidental, special, exemplary, or punitive damages, including veterinary expenses, loss of use, loss of income, lost profits, loss of foal, diminished value, or other consequential losses, to the fullest extent permitted by applicable law. The Booking/Chute Fee is non-refundable except where otherwise expressly required by applicable law.

11._____ INITIALS Social Media and Public Communications: Mare Owner agrees not to publish, post, or distribute any false, misleading, defamatory, confidential, or otherwise unlawful statement or information concerning the Stallion, Stallion Owner, Breeding Manager (Agent), Stallion Manager, or their respective employees, agents, breeding practices, semen quality, fertility, health, or business practices, including through social media, online reviews, forums, or other public communications. *Mare Owner is strongly encouraged to contact Breeding Manager (Agent) directly before posting a complaint or concern publicly or on social media and to provide Breeding Manager (Agent) with a reasonable opportunity to investigate and address the matter*. Nothing in this provision prohibits Mare Owner from expressing an honest opinion, providing a truthful account of Mare Owner's experience, or making a good-faith report to a veterinarian, attorney, governmental, regulatory, breed, or law-enforcement authority.

12. _____INITIALS Severability and Counterparts: If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Contract may be executed in counterparts, which together constitute one agreement, and may be transmitted by email, mail, or text, with signatures binding the party signing.

13. _____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 Breeder, Stallion Owner or agents has breached his Breeding Contract, the parties hereby specifically agree that damages, expenses, costs and fees, including attorney's fees, veterinary 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.

14. _____INITIALS Entire Agreement and Binding Effect: When Mare Owner signs and returns this Contract to Breeding Manager (Agent), it becomes binding on the parties subject to its terms and conditions. This Contract may be modified only by a written agreement signed or otherwise expressly acknowledged in writing by the parties.

15. **_____INITIALS** Registration Papers: A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded when Stallion Breeding Report is submitted to AQHA or APHA will be recorder (per AQHA and APHA) as the owner of the foal.

16._____ INITIALS Genetic Test Results: GBED-N/GBED; HERDA-N/N; HYPP-N/N; MH-N/N; PSSM1-N/N; W/35
With my initials above, I understand that The Best Principles carries the GBED gene, and I certify the mare listed on this breeding contract has been tested and does not carry the GBED gene.

THE BREEDING FARM WILL NOT SHIP SEMEN WITHOUT ALL FEES BEING PAID PRIOR TO SHIPMENT OR PICKUP.

Please Make Your Check Payable for Breeding Fees to JANE BACKES

Please Make Your Check Payable for Shipping, Pickup, Counter to Counter Airline Fees to KIM DEAN

Fill out/sign contract and Email kimdeantx@aol.com and text or call (903-815-3347) your card information to Kim Dean.

Mail ALL checks: c/o Kim Dean 413 N Union St. Whitesboro, TX 76273

Mare Owner: (PRINT)_____

Signature Mare Owner/Agent X _____Date_____

City/State/Zip: _____

Telephone: Cell Phone:_____ Office/Home _____E-MAIL_____

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BREEDING MANAGER(Agent) SIGNATURE /Kim Dean _____Date: _____

Card Information: With my signature or E-Signature, I request 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, Breeding Manager/Agent is 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 on Card: _____

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

Billing Statement Address: _____City_____State_____Zip_____

Signature/E-Signature_____ Phone _____

TO PLACE AN ORDER FOR A SHIPMENT CALL KIM DEAN 903-815-3347

by 6pm CST the day PRIOR TO A SHIPPING DAY

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT