STALLION OWNER: Jane Backes 11616 Wander Lane Dallas, TX 75230
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

A GHOST MACHINE

FROZEN SEMEN AGREEMENT

I hereby agree on this the _____day of _____20___ to breed the mare below to the Stallion **A GHOST MACHINE**, AQHA Reg# 5953168; APHA# 1,096,979 for the **20___ season** using Frozen transported semen subject to the following conditions:

Name of Mare_____**Registration#**_____

Breed_____ **Owner on Papers**_____

The Total Breeding Fee(s) for the stallion below for the current season which *INCLUDES* the non-refundable $500 Chute/Booking Fee are as follows:

BREEDING AND FROZEN SEMEN FEES (ALL IN U.S. DOLLARS)

We offer a Card Price and Cash/Check Price for all goods and services. Fees shown are Cash/Check Discounts:

_____ **$1250.00 US 2026 Breeding Fee ($750 Stud Fee fee/$500 chute fee)**
_____ **$1000.00 US APHA Mare ($500 Stud Fee fee/$500 chute fee)**
_____ **$1100.00 US Early Payment Discount ($600 Stud Fee fee/$500 chute fee) by 12/31/25**
_____ **$1195.00 US Previous Breeder Discount ($695 Stud Fee/$500 chute fee)**
_____ **$ 625.00 US Buy One at Regular Price/Get one 1/2 Price ($125 Stud Fee fee/$500 chute fee)**
_____ **$850.00 US World/Congress/NSBA Champ/Res. Or Producer of Same (in riding events only) ($350 Stud Fee/$500 chute fee)**
_____ **$850.00 US Trainer Discount (must derive 100% of income from training) ($350 Stud Fee fee/$500 chute fee)**
_____ **$ 200.00 Per dose of frozen semen**
_____ **$ 350.00 Rebreed Chute Fee**
_____ **Frozen Semen via FedEx in US $450.00 (Check) shipment PLUS $175 Return Fedex Label to return Tank to Breeding Farm**
Add $25 to any shipment for Saturday delivery
_____ **Pickup Fee if the Mare Owner brings a tank already charged $200.00(Check) or $275.00(Check) if Breeding Farm provides the shipping Tank/must be returned same day. Tank Rentals after day one charged at $50/day until returned. $75 fee to charge mare owner tank.**
_____ **Canadian Export Paperwork per shipment $500.00(Check)**
_____ **Stallion Service Auctions, Futurity Breeding's $500.00 (Check)**
Text confirmation of shipping to Kim Dean at 903-815-3347

All Breeding Fees and additional doses of frozen semen are payable to Stallion Owner JANE BACKES.
All fees for shipping are payable to Kim Dean. All fees must be paid prior to shipment. The Total Breeding Fee shall be payable upon execution of this contract and must be paid a minimum of (10) days BEFORE semen will be shipped unless paying by card which may be paid any time prior to shipment. At no time will any shipments be made without the Total Breeding Fee being paid in advance. **All costs for Shipping Semen/Picking Up Semen/Returning Semen Tank must be paid by the Mare Owner PRIOR to shipping the semen in U.S.**

1. The Breeding Manager will ship frozen semen in the U.S. at any time during the year, before or during the current breeding season**. A request for a shipment of frozen semen should be made a minimum of 10 days before frozen semen is needed to insure we have an available tank. At no time will the Stallion Owner/Breeding Manager make a guarantee that frozen semen will be available.** We ship frozen on a first requested, first shipped basis. At no time will the Stallion Owner or Breeding Manager make a guarantee that semen will be available on a specific breeding day. Shipping days for frozen semen are Tuesday and Thursday ONLY during

breeding season. Shipping frozen before or after breeding season is much more flexible. Contact Breeding Manager, Kim Dean 903-815-3347 to order a shipment.

2. The Breeding Manager has the right to set a limit on the number of doses of frozen semen shipped per breeding season. Additional doses of frozen semen may be purchased at $200.00 US per dose *with approval of the Stallion Owner or Breeding Manager* and be payable to Stallion Owner-JANE BACKES. Additionally, any shipping fees or pickup fees will be due if shipped in US or in Canada.
3. _____**INITIALS** **For US Mare Owners: Mare Owner agrees to return frozen semen tank via FedEx delivery the day shipment is received or be charged a $50/day rental fee at Mare Owner's expense. If tank is not received within 5 days after delivery, Mare Owner will pay $650.00 for the cost of the tank. MARE OWNER WILL BE SUPPLIED WITH $175.00 PREPAID SHIPPING LABEL FROM SHIPPER WHICH WILL BE SENT WITH SHIPMENT AND WILL BE *CHARGED TO MARE OWNERS CARD.***
4. _____**INITIALS** Breeding Manager agrees to ship frozen semen as described above. If a mare does not settle for any reason, the Mare Owner will hold Stallion Owner or the Breeding Manager blameless. **Stallion Owner and Breeding Manager bears no responsibility for frozen semen after it is shipped and/or has left the breeding/frozen semen facility. This includes but is not limited to broken straws, late deliveries by any delivery companies including Express Shipping and/or Airlines and/or Courier Services. Mare Owner may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen.**
5. _____**INITIALS** Frozen semen dose(s) that remain after the mare has conceived may be used on the mare named above and in the following ways:

   1)Frozen semen dose(s) may be stored at Mare Owners expense and used in case of a rebreed situation during the current or following breeding season; and/or

   2) Exceptions: If mare named in original contract is in foal with one dose of frozen semen, the additional dose may be used on another mare owned by the Mare owner and ***when the new mare is 30 days in foal*** **a payment of an additional $1100.00 breeding fee along with a fully executed contract** There is a live foal guarantee IF the mare is 30 days in foal and IF payment for the $1100.00 breeding fee has been paid at 30 days in foal. A $250 late fee will be charged if payment is not made when the mare is 30 days in foal.
6. _____**INITIALS** **FROZEN EMBRYOS: THE ORIGINAL BREEDING FEE IN THIS CONTRACT COMES WITH ONE REGISTRATION APPLICATION. ANY ADDITIONAL CRYOPRESERVED EMBRYOS MUST COMPLETE A NEW CONTRACT FOR EACH FROZEN EMBRYO WITH A PAYMENT OF $500.00 U.S. PER CONTRACT, IMMEDIATELY UPON FREEZING. ON 2026 BREEDINGS, THE $800 BALANCE OF THE BREEDING FEE IS DUE WHEN THE MARE IS 30 DAYS IN FOAL. FAILURE TO FILL OUT A NEW CONTRACT UPON FREEZING AND/OR PAYING THE BALANCE OF THE BREEDING FEE AT 30 DAYS IN FOAL MAY RESULT IN LATE FEE CHARGE OF $250.00.**
7. _____**INITIALS** **This frozen semen may not be used on any mare other than the mare named on page one of contract or with the exceptions noted in #5 above or without the express written consent of the Stallion Owner or Breeding Manager.** **THIS SEMEN MAY NEVER BE SOLD TO ANOTHER ENTITY.**
8. _____**INITIALS** **IT IS THE MARE OWNER'S RESPONSIBILITY TO NOTIFY THE BREEDING MANAGER OF FROZEN SEMEN BREEDING DATES PRIOR TO SEPTEMBER 1ST OF THE CURRENT BREEDING YEAR. ANY OWNER WHO HAS NOT REPORTED THE BREEDING DATE WILL BE CHARGED ALL LATE FEES FROM AQHA/APHA PLUS A $100.00 OFFICE FEE.**
9. _____**INITIALS** **Live Foal Guarantee and Rebreed Requirements:**
   a. A Live Foal Guarantee will apply for the following year to those mares that conceive and carry a pregnancy at least thirty (30) days from insemination (see other stipulations in contract).
   b. A Live Foal Guarantee *does not apply* to mares that are being rebred under the terms of this breeding contract from the 2025 breeding. The original breeding contract (from previous breeding season) is non-transferable and non-assignable and should original Mare that was bred in 2025 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" under the original terms of the contract, the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.

c. To be eligible for a live foal guarantee, confirmation of pregnancy must be sent from a veterinarian in the form of a documented ultrasound picture prior to the end of the current breeding season and texted to 903-815-3347 or kimdeantx@aol.com.

d. 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 is notified within seven (7) days thereof and receives a veterinarian's statement confirming death within 7 days. Return re-breed privileges shall apply only to the next normal breeding period.

e. A substitute mare may be used at the sole discretion of the Breeding Manager or the Stallion Owner and ONLY if the original mare has died or is deemed unfit for breeding.

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, frozen semen fees etc.**

g. **The Stallion Owner requires, and Mare Owner agrees that ANY mare that is OPEN or is to be rebred under the terms of this contract MUST have a Clean, Negative Culture emailed/text/faxed to the Breeding Manager prior to the start of breeding season. A Non-Refundable Rebreed Chute Fee must be paid prior to any mare being rebred.**

10. **_____INITIALS Should more than one embryo or foal result from a breeding, Mare Owner MUST COMPLETE an additional contract and pay an additional 2026 Breeding Fee of $1100.00 US for each additional embryo and/or foal at thirty (30) days from the last breeding date in order to receive a breeder's certificate for any and all additional foals. Should Mare Owner NOT comply with all of the above stipulations prior to the end of the current year the original breeding contract was signed but does pay the additional total breeding fee; and remits a fully completed, signed breeding contract, along with the payment of a late fee of $250.00 US, the mare may be added to the Stallion Breeding Report. See #6 above for additional stipulations on Frozen/Cryopreserved Embryos.**

11. **_____INITIALS** No refunds will be given at any time for any fees including but not limited to the stallion breeding fee, any chute fees, frozen semen fee, semen shipment fees, document fees, etc.

12. **_____INITIALS THIS BREEDING NOR ANY FROZEN SEMEN THAT CAME WITH THIS BREEDING MAY BE SOLD TO ANOTHER ENTITY.**

13. **_____INITIALS** The 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 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 paid as listed on page 1 of this contract and Mare owner agrees that at no time is the booking/chute fee refundable for any reason.

14. **_____INITIALS** When the Mare Owner signs and returns this contract to the Breeding Manager and Breeding Manager signs the 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. **_____INITIALS** 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 email, mail, text, or facsimile, with all signatures binding the party so signing.

16. **_____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 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 if the mare is being rebred.

17. A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT.
18. **Genetic Test:** 7 **PANEL NEGATIVE; APHA Dominant White N/W20**

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

FEES: ALL FEES MUST BE PAID PRIOR TO SHIPMENT OR PICKUP--NO EXCEPTIONS
Please Make Your Check Payable to JANE BACKES for all Rebreed Fees and Frozen Semen Doses
Please Make Your Check Payable to KIM DEAN for all Shipping, Pickup, Airline, Canadian Export Fees

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

Name of Mare Owner
(Please Print)_____

Signature Mare Owner or Agent: **X**_____Date_____

Address_____

City/State/Zip: _____

Telephone: (Work): _____ (Cell): _____ (Fax)_____

E-MAIL ADDRESS REQUIRED:
_____

****

_____Date:_____
BREEDING MANAGER SIGNATURE:

Card Information: With my signature below, I authorize you to charge all fees for the breeding season to the card below or any additional card I may give you over the phone, email, text, etc.
We offer a Card Price and Cash/Check Price for all goods and services. Fees shown are Cash/Check Discounts:

_____Visa _____MasterCard_____AmExp _____Discover ____I Prefer to Send a Check

Name of Cardholder
Exactly as Written on Card_____

Billing Statement Address:
_____

City_____**State**_____ **Zip** _____

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

Signature _____ **Phone** _____

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

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT.