

STALLION OWNERS: Rodrock Land Company, Inc, d/b/a Rodrock Ranches, a Kansas Corporation
STALLION MARKETING MANAGER: Kim Dean 903-815-3347 Cell Phone
413 N. Union Whitesboro, TX 76273
EMAIL: KimDeanTX@aol.com Fax: 903-651-0120 FAX (EMAIL/FAX CONTRACTS HERE)
To Order Semen: Contact: Paolo Merlo via email or phone (see next line)
Email: : p.merlo@aafvg.it EU-Centre – Italy
Phone: +39 0432 672184 Fax: +39 0432 672174 Mobile: +39 335 7736309

FROZEN SEMEN AGREEMENT for CERTAIN POTENTIAL

I hereby agree on this the _____ day of _____ 20____ to breed the mare below to the Stallion,
CERTAIN POTENTIAL AQHA# 3446358 for the **2019** season using frozen semen subject to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner on Papers _____

The Total Breeding Fee(s) in US Dollars for the stallion above for the current season is:

_____ \$ 1500.00 US 1st time breeder + \$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ 1400.00 US Previous Breeder + \$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ 1250.00 US 2nd Mare + \$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ \$1100.00 US 3rd or more + \$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ \$1250.00 US World/Congress/European/ Champ/Res/ Prod + \$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ \$1250.00 US Trainer—MUST have trainers name on papers +\$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ 500.00 US Rebreed Chute fee +\$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ 750.00 US Extended Year Rebreed FINAL ATTEMPT +\$250 Frozen Semen Fee (includes 2 doses of frozen semen)
_____ \$ Add'l doses: \$200.00 US each

payable to Rodrock Ranches (The Total Breeding Fee INCLUDES the non-refundable Chute Fee \$ 500.00.) The Total Breeding Fee or Rebreed Chute fee shall be payable upon execution of this contract and must be paid a minimum of (10) days BEFORE semen will be shipped unless credit 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. **Shipping will be provided by our Agent in Europe. Any and all costs for shipping semen to the mare owner will be paid by the mare owner to our Agent in Europe PRIOR to shipping.**

IT IS THE MARE OWNERS RESPONSIBILITY TO NOTIFY THE STALLION MARKETING MANAGER OF THE FROZEN SEMEN BREEDING DATES PRIOR TO OCTOBER 1ST OF THE CURRENT BREEDING YEAR SO MARE MAY BE INCLUDED ON THE BREEDING REPORT.

1. We will begin shipping frozen semen once the breeding fee is paid in full. **A request for a shipment of frozen semen must be made a minimum of 10 days before frozen semen is needed.** At no time will the Stallion Owner make a guarantee that frozen semen will be available.
2. The Breeding Manager has the right to set a limit of four (4) doses frozen semen per breeding season per mare and no more than 6 doses of frozen semen per breeding season per mare. Additional shipments of frozen semen may be purchased at \$200.00 US per dose payable to RODROCK RANCHES plus any shipping and document fees that will be due to the shipper in Europe.
3. Breeding Manager's agent in Europe agrees to ship frozen semen as described above. If a mare fails to settle for any reason, mare owner will hold Stallion Owner, Stallion Manager or Marketing Manager blameless. Stallion Owner and Stallion Marketing Manager bear no responsibility for the frozen semen after it is shipped from the United States. 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 to our agent in Europe for insuring reimbursement for late and/or non-deliveries of semen. **Any frozen semen doses that remain after the mare has conceived may ONLY be used on**

the mare named above and in the following ways or it must be returned to **our Agent In Europe** 1) Frozen semen may be stored at mare owners expense and used in the event of a rebreed situation during the current or following breeding season; or 2) Frozen semen may be stored at the mare owners expense if they choose to bred the above named mare again the following breeding season and ONLY with payment of a new total breeding fee PRIOR to breeding and ONLY with the execution of a new breeding contract signed by the Stallion Marketing Manager; 3) Any frozen semen that is left after the mare is pronounced in foal MUST be returned to our Agent in Europe **at the end of the breeding season with the exception of 1 & 2 in this paragraph. FROZEN SEMEN MAY NOT BE USED ON ANY MARE OTHER THAN THE MARE NAMED ABOVE WITHOUT EXPRESS WRITTEN CONSENT OF THE STALLION OWNER OR THE STALLION MARKETING MANAGER OR A BREEDERS CERTIFICATE WILL NOT BE ISSUED.** Any mare bred with frozen semen that does not have a fully executed contract and without having paid ALL fees PRIOR to breeding, will not be issued a breeders certificate without an additional \$250.00 (US) late fee paid.

4. A Live Foal Guarantee will apply (except as provided in this paragraph and in paragraphs 3,6,7,9 and 10) for ONE YEAR ONLY to those mares that conceive and carry a pregnancy at least sixty (60) days from insemination. **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.** 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 30 days.
5. **The Live Foal Guarantee does not apply IF a mares is being REBRED from a prior years breeding under the terms of this breeding contract.** The original breeding contract (from previous breeding season) 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 Manager agrees in writing 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.
6. Return re-breed privileges shall apply only to the next normal breeding for FULLY PAID BREEDINGS and a non-refundable rebreed Chute Fee must be paid prior to any mare being re-bred plus all frozen semen fees. A substitute mare may be used at the sole discretion of the Stallion Marketing Manager or Stallion Owner only if the original mare has died or is deemed unfit for breeding. No refunds will be given at any time for any fees for any reason including but not limited to the total breeding fee, chute fees, frozen semen fees, semen shipment fees, document fees, etc. The Stallion Marketing Manager requires and Mare Owner agrees that any mare that is to be re-bred must have a clean/negative culture faxed or scanned/mailed to the Stallion Marketing Manager PRIOR to the start of breeding season; be under lights four months prior to the next normal breeding season and be ready to be bred prior to the end of first month of the next normal breeding season BEFORE any frozen semen will be released for shipment.
7. **There are no Paint Color Guarantees.** However, should the Stallion Owner or Stallion Marketing Manager agree to a Paint Color Guarantee it is for the following breeding season only and only with payment of a Paint Chute Fee to be equal to one-half of the advertised total breeding fee plus frozen semen fees. All other rebreed guarantees as stated in paragraphs above.
8. Should more than one embryo or foal result from a breeding, Mare Owner must pay an additional Total Breeding fee for each additional embryo within sixty (60) days of the last breeding in order to receive a breeders certificate for any and all additional foals or a breeders certificate will not be issued without the payment of an additional \$250.00 (US) fee.
9. 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, frozen semen fees, etc. Solely at the Stallion Owner discretion, they may sell frozen semen to the Breeder provided the mare is not in foal and #4 (above) has been followed
10. The Live Foal Guarantee in this contract is non-transferable and 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. In the event the Stallion Marketing Manager or Stallion Owner agrees to the transfer or assignment of the "live foal guarantee" rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable. No re

funds will be given at any time for any fees including but not limited to the stallion breeding fee, chute fee or frozen semen fees or semen shipment fees.

11. A 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. Embryo Transfers that result in two or more embryos and two or more foals born each must have a separate Total Breeding Fee paid per live foal. It is the mare owner's sole responsibility to notify the Stallion Marketing Manager of the breeding dates of the mare PRIOR to September 30th of the breeding year or a Breeder's Certificate will not be issued. **If the Mare Owner does not remit the breeding dates, an additional \$250.00(US) late fee must be paid to add the mare to the stallion breeding report and in order to receive a Breeder's Certificate.**
12. The parties acknowledge that this agreement is made and performed within the County of Grayson, State of Texas, USA. Both parties agree 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. Both parties agree that at no time will any damages ever be awarded in any amount greater than the actual stud fee that was paid.
13. 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. 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 facsimile, with facsimile signatures binding the party so signing..
15. Genetic Testing Results: **CERTAIN POTENTIAL** PSMM n/n HYPP N/N GBED N/N HERDA N/N

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

Please Fill Out, Fax, Scan/Email, Text or Call in your credit card information below.

- _____ Additional Frozen Semen Fee Fees Each Additional doses at \$200.00 US/dose plus any shipping/permit fees
- _____ Embryo Transfer Mare (1 Total Breeding Fee per Embryo)
- _____ 2019 Total Breeding Fee via Frozen Semen Only
- _____ 2019 Rebreed Chute Fee via Frozen Semen Only
- _____ Stallion Service Auction Chute Fee
- _____ Late Fees

Mare Owner
(Print Name): _____

Signature: X _____ Date _____

Address _____

City/State/Zip: _____

Phone: (Work): _____ (Home): _____ (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

STALLION MANAGER SIGNATURE: _____ Date: _____

Credit Card Information: (card will be charged upon receipt of this contract):

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

Name of Cardholder: _____

Billing Statement Address: _____

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

Signature _____ Phone _____

Email Address: _____

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT. STALLION MARKETING MANAGER WILL SIGN & RETURN COPY VIA EMAIL.