

**STALLION OWNER:** Darol Rodrock d/b/a Rodrock Ranches, a Kansas Corporation  
**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 CONTRACTS HERE)**  
**To Order Frozen Semen in US/Canada:** Kim Dean 903-815-3347 Cell  
**To Order Semen in Europe:** Contact: Paolo Merlo via email or phone **Mobile: +39 335 7736309**  
Email: [p.merlo@aafvg.it](mailto:p.merlo@aafvg.it) EU-Centre -Italy **Phone: +39 0432 672184 Fax: +39 0432 672174**

**ONLY IN THE MOONLITE**  
**FROZEN SEMEN ACQUISITION AGREEMENT AND/OR REBREED CONTRACT**

I hereby agree on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ to breed the mare below to the Stallion,  
**ONLY IN THE MOONLITE**, AQHA Reg# **4652885** using frozen semen subject to the following conditions:

Name of Mare \_\_\_\_\_ Registration# \_\_\_\_\_

Breed \_\_\_\_\_ Owner on Papers \_\_\_\_\_

This Agreement is made by and between Rodrock Land Company, Inc. (Rodrock Ranches) and \_\_\_\_\_ ("Breeder"), whereby Breeder seeks to acquire and Rodrock Ranches. agrees to sell certain amounts of frozen semen from the 2004 AQHA Stallion **Only In The Moonlite** AQHA Reg# 4652885 (now deceased).

**Semen Acquisition Fees and Terms:**

**1. NEW BREEDINGS US AND CANADA:**

Breeder shall pay a one-time total breeding fee of:

- \_\_\_\_\_ \$1500.00 US in exchange for **1 straw** to be used for ICSI
- \_\_\_\_\_ \$2,000.00 US in exchange for 1 dose of frozen semen
- \_\_\_\_\_ \$2,750.00 US in exchange for 2 doses of frozen semen
- \_\_\_\_\_ \$3,250.00 in exchange for 3 doses of frozen semen

**NEW BREEDINGS EUROPE:**

- \_\_\_\_\_ \$1500.00 US in exchange for **1 straw** to be used for ICSI
- \_\_\_\_\_ \$2,200.00 US in exchange for 1 dose of frozen semen
- \_\_\_\_\_ \$2,950.00 US in exchange for 2 doses of frozen semen
- \_\_\_\_\_ \$3,450.00 US in exchange for 3 doses of frozen semen

**STALLION SERVICE AUCTION BREEDINGS:**

\_\_\_\_\_ \$2500.00 (\$1500 stud fee/\$1000 Chute fee). \$1000 Chute Fee to be paid to Rodrock Ranches PRIOR to shipping includes 2 doses of frozen semen. **There are NO Rebreds if mare is not in foal and/or does not have a live foal.**

**ADDITIONAL BREEDING/REGISTRATION APPLICATION FROM SEMEN PURCHASED ABOVE:**

\_\_\_\_\_ \$1500.00 US Per Registration Application/Additional Foal

**REBREEDS FROM FULLY PAID BREEDING PURCHASED IN 2019 BREEDING SEASON ONLY—**  
**THERE ARE NO REBREEDS FOR 2020 AND ON:**

\_\_\_\_\_ Breeder shall pay a one-time total rebreed chute fee of \$900.00 US plus a \$700.00 US frozen semen fee for 2 doses of frozen semen.

2. **European Breeders:** 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.
3. **US/Canadian Breeders** agree to pay all shipping fees to their supplied address (US/Canadian Delivery only) via either overnight or 2<sup>nd</sup> Day Delivery of the frozen semen to their requested address and agree to

pay for the return of the tank via Federal Express 2<sup>nd</sup> Day Delivery. Tank must be returned the following business day and be received within 2 days two business days after initial delivery to Breeder. Breeder agrees that any tank returned late (day 3 and on) will be charged a \$50.00 per day late fee. If tank is not returned, Breeders credit card will be charged, and Breeder agrees to pay \$950.00 for a replacement tank.

4. Breeder may, at their discretion, use the semen to breed more than one mare **providing the following conditions are met:**
  - a. Breeder shall promptly notify Stallion Marketing Manager of additional mare: Name of Mare; Registration Number of Mare; Owners Name at the Time of Breeding; and the Breeding dates of the mare(s) that were bred, and a fully executed contract and a copy of the mares papers on or before October 31, 2020 so as to be recorded on the AQHA/APHA/APHC Breeders Report (as defined by the current association rules).
  - b. The breeding fee paid with this contract entitles the breeder to ONE breeders certificate provided the mare listed has a foal. Breeder may obtain additional Breeders Certificates for mares bred to ONLY IN THE MOONLITE provided the breeder pays an additional fee of \$1,500.00 per additional breeders certificates subject to all conditions outlined in Section 'a' above as applicable to that year/season. **Frozen semen being sold to Breeder pursuant to this agreement may not be resold, gifted, or assigned to any other person or entity without the express written consent of the Stallion Marketing Manager or Stallion Owner.**
  - c. It is the mare owner's sole responsibility to notify the Stallion Marketing Manager of the breeding dates of the mare(s) PRIOR to October 1st of the current breeding year or a Breeder's Certificate will not be issued until an additional \$250.00(US) late fee is paid in order to add the mare to the stallion breeding report.
5. **Semen Handling.** Breeder agrees to assume responsibility for all facets of transportation and breeding with frozen semen including semen shipment fees, permit fees (if any), semen storage fees, etc. The Stallion Owner agrees to ship the frozen semen as described above. If a mare does not settle for any reason, mare owner will hold Stallion Owner, Stallion Breeding Farm, and/or the Stallion Marketing Manager blameless. **Stallion Owner, Stallion Marketing Manager, and the Frozen Semen Storage Facility bear no responsibility for the semen after it is shipped, picked up or is taken from the semen storage facility.** This includes but is not limited to late deliveries by Federal Express and/or other delivery services; Airlines and/or Courier Services, etc. Mare Owner may choose to pay extra fees for insuring reimbursement for late and/or non-deliveries of semen.
6. **Other Services & Expenses.** Rodrock Ranches is selling frozen semen only and is providing no other service to Breeder (such as insemination, boarding services, etc.)
7. **Disclaimer.** Rodrock Ranches makes no representations or warranties, expressed or implied, regarding the semen after the semen leaves the storage facility including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Rodrock Ranches shall not be responsible for delays, lost or mishandled deliveries.
8. **Live Foal Guarantee.** There is NO Live Foal Guarantee. There are NO Rebreeds.
9. **Breeding and Risks.** Breeder shall have sole risk and discretion in determining the method of breeding of their mare. Should the mare not settle, Breeder releases and holds harmless Rodrock Ranches from any and all resulting losses or damages. Breeder fully understands, authorizes and assumes the inherent risks and dangers in keeping, breeding and transporting frozen semen and acknowledges that mortality and other insurance is solely the Breeders responsibility.

10. **Binding Contract:** When the mare owner/agent 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. 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.
11. **Miscellaneous:** It is further agreed that this Agreement constitutes the full agreement between both parties. The Agreement cannot be amended except by a writing signed by all parties. 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 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 2020 Stud fee or the 2020 Rebreed Chute fee; or the 2020 Stallion Service Auction Chute fee.**
12. **Genetic Testing Results For ONLY IN THE MOONLITE—make sure your mare does not carry the HERDA gene:** HERDA n/Hrd PSMM n/n HYPP N/N GBED N/N

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

**Fill out, fax, or email your credit card information.**

- \_\_\_ Frozen Semen Shipping Fee via FedEx Next Day Priority Overnight Delivery at \$450.00 US ONLY
- \_\_\_ Frozen Semen Shipping Fee FedEx Next Afternoon or 2<sup>nd</sup> Day Air \$400.00/Shipment US ONLY
- \_\_\_ Frozen Semen Shipping Fee via FedEx Next Day Air SATURDAY \$490.00/Shipment US ONLY
- \_\_\_ Frozen Semen Shipping Fee via FedEx TWO day delivery \$450 US—CANADA ONLY
- \_\_\_ Counter To Counter Air \$450/Shipment US ONLY
- \_\_\_ Pick Up Semen (**Your Tank**): \$200/pickup US ONLY
- \_\_\_ Canadian Breeders will pay for all permits (\$450 US) and additional shipping fee (\$450 US two day delivery)
- \_\_\_ Delivery, Permit Fees, Etc to be charged by our agent in Europe

I, the Mare Owner/Agent, with my signature and credit card information below, agree to pay for all shipping/permit fees of the frozen semen to the address I have/will supply to the Stallion Marketing Manager or the Agent in Europe. **US/Canadian Breeders** also agree to pay for the return of the tank to the Rodrock Frozen Semen Storage Facility via Federal Express Next Day Afternoon Delivery and understand the tank must be returned and received within two business days after the initial date of delivery; agree that any tank returned late (day 3 and on) will be charged a \$50.00 per day late fee. I understand if the tank is not returned within 7 days, my credit card, will be charged \$950.00 for reimbursement of the tank. I also understand that there are no rebreeds if my mare is not in foal. **Mare Owner/Agent signature certifies that mare owner has read, agree with, and understand all parts of this frozen semen acquisition contract.**

Mare Owner: \_\_\_\_\_

Signature: **X** \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (Work): \_\_\_\_\_ (Cell): \_\_\_\_\_ (Fax) \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

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STALLION MARKETING 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

\_\_\_ Cell Phone \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature **X** \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ALL PAGES OF CONTRACT. STALLION MARKETING MANAGER WILL SIGN AND RETURN COPY TO YOU.