

STALLION OWNER: Rodrock Land Company, Inc, dba Rodrock Ranches, a Kansas Corporation
STALLION MARKETING MANAGER: Kim Dean 903-815-3347 KimDeanTX@aol.com
413 N. Union Whitesboro, TX 76273 903-651-0120 FAX (MAIL/FAX CONTRACTS HERE)
STALLION MANAGERS/BREEDING FARM:
LaRizzi Ranch Kimberly Howard 940-230-6778
To Order FROZEN Semen in Canada ONLY: Dr. Brian Heide 403-896-4630 or chevyvet@hotmail.com
To Order Cooled/Frozen Semen in the US: Kim Dean 903-815-3347 Cell

COOLED OR FROZEN SEMEN AGREEMENT

I hereby agree on this the _____ day of _____ 20____ to breed the mare below to the Stallion,

ONLY IN THE MOONLITE AQHA# 4652885 for the 20____ season using frozen semen subject to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner on Papers _____

The Total Breeding Fee(s) for the stallion above for the current season which INCLUDES the non-refundable Chute Fee of \$1000.00 are as follows:

- _____ \$ 2500.00 US (1 dose of cooled semen per shipment)
- _____ \$ 2500.00 US + \$400 Frozen Semen Fee includes 2 doses of frozen semen
- _____ \$ 750.00 US + \$400 Frozen Semen Fee Rebreed Chute fee includes 2 doses of frozen semen
- _____ \$ 750.00 US + Rebreed Chute Fee (1 dose of cooled semen per shipment)
- _____ \$ Add'l doses of frozen semen: \$200.00 US/dose (only with approval by Marketing Manager)

All Breeding Fees and Fees for additional doses of are payable to Rodrock Ranches. All fees for shipping will be must be paid prior to shipping. 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 anytime 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 us (in US) our Agent in Canada(for Canadian Shipments). Any and all costs for shipping or picking up semen to will be paid by the mare owner Rodrock Ranches for US Shipments or to our Agent in Canada 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. ANY MARE OWNER THAT HAS NOT REPORTED THE BREEDING DATE WILL BE CHARGED AT \$250.00 LATE FEE TO FILE AN AMMENDED STALLION BREEDING REPORT.

1. We will begin shipping cooled on or before February 11th and frozen semen on or before February 1 of the current breeding season. **A request for cooled semen must be made by 5PM CST the day prior to our normal breeding day. A request for a shipment of frozen semen must be made a minimum of 10 days before frozen semen is needed. One dose of cooled semen will be sent per shipment. Two doses of frozen semen will be sent per breeding and frozen semen fee.** At no time will the Stallion Owner make a guarantee that cooled or frozen semen will be available.
2. **The Breeding Manager has the right to set a limit on the number of doses of cooled or frozen semen shipped per breeding season per mare. Additional shipments of frozen semen may be purchased as listed above with approval of the Stallion Marketing Manager and be payable to RODROCK RANCHES plus any shipping fees that will be due to Rodrock Ranches if shipped in US or the shipper in Canada.**
3. Breeding Manager agrees to ship cooled or 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 cooled or frozen semen after it is shipped. 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.
4. 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 Rodrock Ranches frozen semen agent. 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 breeding farm 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 MARKETING MANAGER and mare owner must have a fully executed contract and have paid ALL fees PRIOR to breeding or they will not be issued a breeders certificate without an additional \$250.00 (US) late fee paid.

5. A Live Foal Guarantee will apply (except as provided in this paragraph and in paragraphs 4,6,7,9 and 10 below) 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.
6. Return re-breed privileges shall apply *only* to the next normal breeding season and only for fully paid breedings.. A non-refundable rebreed Chute Fee must be paid prior to any mare being re-bred as well as any cooled or frozen semen fees if frozen semen is used as long as mare owner has complied with #5 above. A substitute mare may be used at the sole discretion of the Stallion Marketing Manager or Stallion Owner but only if the original mare has died or is deemed unfit for breeding. No refunds will be given at anytime 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.
7. 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/emailed 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.
8. There are no Paint Color Guarantees . All other rebreed guarantees as stated in paragraph 5, 6, 9 and 10.
9. **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 thirty (30) days of the last breeding date in order to receive a breeders certificate for any and all additional foals.** Should the Stallion Marketing Manager agree to give a breeders certificate, there will be an additional \$250.00 late charge assessed if mare owner does not notify Stallion Marketing Manager that another embryo has been implanted that resulted in a live foal being born..
10. 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 any breeding fees, shipped semen fees, etc . Solely at the Stallion Owner's discretion, the Stallion Owner may choose to give first priority to this mare owner to purchase frozen semen for this stallion or for another stallion owned by the Stallion Owner provided the mare is not in foal and #5,6,7,9 (above) has been followed.
11. 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 refunds will be given at any time for any fees including but not limited to the breeding fee, chute fee, frozen semen fee or semen shipment fees.
12. 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. **To request a Breeders Certificate, go to www.rodrockranches.com; click on the Contact Us button, click on Breeders Certificate Request; Fill out the Form.**
13. 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.
14. 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.
15. 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.
16. 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.
17. Genetic Testing Results: ONLY IN THE MOONLITE PSMM n/n HYPP N/N GBED N/N HERDA n/Hrd

FEES: THE BREEDING FARM 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 Make Your Check Payable to RODROCK RANCHES or fill out, fax, scan/email or call in your credit card information.

- _____ Add'l doses: @ \$250/dose (only with approval)
- _____ Embryo Transfer Mare (1 Total Breeding Fee per Embryo)
- _____ Total Breeding Fee plus \$500 Frozen Semen Fee (2 doses frozen semen)
- _____ Pick Up Fee/Your Tank \$200
- _____ Federal Express Priority Overnight within the US \$395
- _____ Federal Express Saturday Delivery within the US US \$450
- _____ Counter To Counter within the US \$450

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 _____

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