

STALLION OWNER: Rodrock Land Company, Inc, 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: Kim Dean 903-815-3347 Cell

HUNTIN FOR CHOCOLATE
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, **HUNTIN FOR CHOCOLATE**, AQHA Reg# _____ 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 1996 AQHA Stallion Huntin For Chocolate AQHA Reg# 3809468 (now deceased).

Semen Acquisition Fees and Terms:

1. NEW BREEDINGS:

Breeder shall pay a one-time total breeding fee of \$2,000.00 US in exchange for 2 doses of frozen*.

*One additional dose has been added due to the semen quality which is at best ~ 35% motility with at best ~ 31% viable and because of this, a total of 3 doses will be included in the breeding fee

- 2.** Breeder agrees to pay all shipping fees to their supplied address (US Delivery only) via either overnight or 2nd Day Delivery of the frozen semen to their requested address and agrees to pay for the return of the tank via Federal Express 2nd 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.

- 3.** 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 the: 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, before October 31, 2020 so as to be recorded on the AQHA Breeders Report (as defined by the current AQHA rules).

b. Breeder may obtain additional Breeders Certificates for mares bred to Huntin For Chocolate provided the breeder pays a fee of \$1,500.00 per mare per embryo subject to all conditions outlined in Section 'a' above as applicable to that year/season.

c. 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.

- 4. 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 fails to 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 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. **Other Services & Expenses.** Rodrock Ranches is selling frozen semen only and is providing no other service to Breeder (such as insemination, boarding services, etc.)
6. **Disclaimer.** Rodrock Ranches represents the frozen stored at the frozen semen storage facility is considered average or below average commercial grade and is near ~ 30-35% motility with ~ 31% viable. 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.
7. **Live Foal Guarantee.** There is NO Live Foal Guarantee.
8. **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.
9. **Binding Contract:** 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. 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.
10. **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 2019 stud fee (\$1000); or \$750.00 rebreed chute fee; or \$1000 Stallion Service Auction Chute fee.

FEES: THE BREEDING FARM WILL NOT SHIP SEMEN 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.

- ____ Shipped Semen Fee via FedEx Next Day Priority Overnight Delivery in US at \$450.00 US for three doses of frozen
- ____ Shipped Semen Fee via FedEx Next Afternoon or 2nd Day Air in US \$400.00/Shipment for three doses of frozen semen
- ____ Shipped Semen Fee via FedEx Next Day Air SATURDAY in US \$490.00/Shipment for three doses of frozen
- ____ Canadian Breeders at \$50.00 US to any of the shipping fees above.
- ____ Counter To Counter Air \$450/Shipment(U.S.)
- ____ Pick Up Semen (**Your Tank**): \$200/pickup
- ____ Canadian Permit Fees \$450

I, the Breeder, with my signature and credit card information below, agree to pay a \$450.00 shipping fee Priority Overnight (US Delivery only—see above fees) via Federal Express or \$400.00 Next Day Afternoon Delivery or 2nd Day Delivery of the frozen semen to the address I have/will supply to the Stallion Marketing Manager. I 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 Canadian Breeders at \$50.00 US to any shipping fee plus permit fees. **I understand the tank must be returned and received within two business days after the initial date of delivery.** I 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, my credit card, will be charged \$950.00 for reimbursement of the tank. Your signature certifies that mare owner has read, agrees with and understands all parts of this frozen semen acquisition contract.

Mare Owner: _____

Signature: **X** _____ Date _____

Address _____

City/State/Zip: _____

Telephone: (Cell): _____ (Fax) _____ E-MAIL ADDRESS _____

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.