

**STALLION OWNER:** Mike and Sandy Vargo - Plain City, OH 43064

**BREEDING MANAGER:** Kim Dean +1903-815-3347 Email: [KimDeanTX@aol.com](mailto:KimDeanTX@aol.com)

**AUSTRALIAN BREEDINGS:** Chris Gould 0402 581 423 [fht.bookings@gmail.com](mailto:fht.bookings@gmail.com)



### FROZEN SEMEN AGREEMENT

I hereby agree on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ to breed the mare below to the Stallion, 007 AQHA Reg# 6031283; 007 VR APHA Reg# 1,120,614 for the 20\_\_\_\_ season using frozen semen subject to the following conditions:

Name of Mare \_\_\_\_\_

AQHA# \_\_\_\_\_ APHA# \_\_\_\_\_

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:

### FROZEN SEMEN FEES (ALL IN \$USD)

\_\_\_ \$3,000.00 - includes 2 doses of frozen semen

\_x\_ \$250.00 Agent Fee for **EACH** mare bred in Australia - Payable separately to Chris Gould.

\_\_\_ \$2,850.00 Additional Mares - includes 2 doses of frozen semen

\_\_\_ \$500.00 Rebreed Fee includes ONE dose of frozen semen.

All Breeding Fees and additional doses of frozen semen are payable to Stallion Owner. 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 must be paid direct to Genemovers by the Mare Owner PRIOR to shipping the semen.

1. The Breeding Manager will begin shipping frozen semen in Australia 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 ensure availability. At no time will the Stallion Owner or Breeding Manager make a guarantee that frozen semen will be available on a specific breeding day. To Order Frozen Semen in Australia please contact Chris Gould 0402 581 423 [fht.bookings@gmail.com](mailto:fht.bookings@gmail.com)

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 \$500.00 US per dose with approval of the Stallion Owner or Breeding Manager and is payable to Stallion Owner-SANDY VARGO. Additionally, any shipping fees or pickup fees will be due if shipped in Australia.

3. 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.

4. 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 \$2,850.00 USD breeding fee along with a fully executed contract plus \$250 Agent Fee. There is a live foal guarantee IF the mare is 30 days in foal and IF payment for the \$2,850.00 USD 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.**

5. 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 \$2500 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.

6. 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.

7. **IT IS THE MARE OWNER'S RESPONSIBILITY TO NOTIFY THE BREEDING MANAGER OF FROZEN SEMEN BREEDING DATES PRIOR TO MARCH 1ST OF THE CURRENT BREEDING YEAR.** ANY OWNER WHO HAS NOT REPORTED THE BREEDING DATE WILL BE CHARGED ALL LATE FEES FROM AQHA/PHAA PLUS A \$100.00 OFFICE FEE.

8. 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 emailed to fht.bookings@gmail.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, agent fee, semen shipment fee, 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 to the Breeding Manager prior to the start of breeding season. A Non-Refundable Rebreed Fee must be paid prior to any mare being rebred.

9. The parties acknowledge this agreement is made and performed within the County of Franklin, State of Ohio. Both parties agree should any dispute or claims arise regarding this contract, the venue will be in the State Court or Small Claims Court located in Franklin County, Ohio and shall be construed and enforced under the laws of the State of Ohio. 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.

10. 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.

11. 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.

12. 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.

13. A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE-NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT.

14. Genetic Testing Results: HYPP n/n; GBED n/n; HERDA n/n; MH- n/n, PSSM1- n/n; MH- n/n; LWO- n/n; Splash White 1- n/SW1; Splash White 2-n/SW2

Mare Owner/Agent (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Breed Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PAYMENT

☐ **Pay by Bank Transfer (Wire funds)**

You will be invoiced via email and required to submit proof of payment to [KimDeanTX@aol.com](mailto:KimDeanTX@aol.com)  
No semen will be shipped until all money received.

☐ **Credit Card (Preferred)**

Bank/Card fees will apply.

Card Information (in US Funds for Breeding fees/Extra Doses): With my signature, I request this card (or any card given via phone/text/email) be charged for ALL fees in regards to this breeding contract. All fees are subject to change without notice.

\_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ AmExp \_\_\_\_\_ Discover

Card# \_\_\_\_\_ Exp Date \_\_\_\_\_

CCV# (on back of card) \_\_\_\_\_ Signature \_\_\_\_\_

☐ Billing Address same as page above

Billing Address: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

**Please return signed contracts to: [fht.bookings@gmail.com](mailto:fht.bookings@gmail.com)**