

Equine Reproductive Services, L.L.C.

19045 FM 47 Wills Point, Texas 75169

903-873-8750 ~ 972-692-5791 fax

TRANSPORTED SEMEN CONTRACT

Mare Owner: _____ Address: _____
Registered Name: _____ Breed: _____
Color: _____ Age: _____ Microchip Number: _____
Service Stallion: _____ Stallion Owner: _____

The undersigned hereby agrees to breed the above named mare to the above named stallion that is standing at Equine Reproductive Services, L.L.C. (ERS) for the 2009 breeding season with cooled shipped semen, the terms being as follows:

1. Signed contract must be returned to Equine Reproductive Services, L.L.C., with a copy of mare's registration papers, entire stud fee payable to stallion owner, and the \$400.00 transported semen fee payable to Equine Reproductive Services, L.L.C., prior to shipment of semen.
2. Semen shall be shipped during the breeding season only February 1st until July 15th.
3. A non-refundable \$400.00 transported semen fee shall be due and payable in advance to Equine Reproductive Services, L.L.C. prior to the shipment of semen. This fee includes the collection and processing of the first shipment of semen. If additional shipments are required, there will be an additional collection and processing charge of \$300.00 per shipment.
4. Mares on premises of Equine Reproductive Services, L.L.C. have a breeding priority on any given breeding day. Therefore, Equine Reproductive Services, L.L.C. makes no guarantee that cooled semen will be available for transportation on any specific day.
5. Mare owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all Breed registry requirements concerning the use and handling of cooled semen. Mare owner agrees that the cooled semen will only be shipped to and the insemination will only be performed by a licensed veterinarian (or a breeding farm that retains a licensed veterinarian) who is qualified and experienced in the handling and use of cooled semen. The receiving veterinarian/farm manager and the shipping location named below shall be agreed to as a part of this contract:

Veterinarian / Farm Manager _____
Designated Breeding Facility _____
Address _____ City _____
State _____ Zip _____ Phone # _____
Nearest major airport _____ air freight charge \$300.00

6. Equine Reproductive Services, L.L.C. only assumes responsibility to ship semen in viable condition to the designated location and shall not be held responsible for contamination of semen during or after shipment, loss of viability, or costs arising from shipments delayed, damaged or lost in transit. Equine Reproductive Services, L.L.C. and/or the stallion owner does not guarantee the fertility of any stallion, but does agree to process each ejaculate so as to optimize 24 hour post cool motility and subsequent fertility. Every effort should be made to inseminate mare within 24 hours after collection from the Stallion. Mare owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other.
7. The mare owner agrees to return the shipping container and its' contents to Equine Reproductive Services, L.L.C. within 72 hours. At the discretion of Equine Reproductive Services, L.L.C. a late fee of \$25.00 per day may be assessed if the shipping container is not returned within this time period.
8. It is the mare owner's responsibility to return the signed pink copy of the Semen Collection Insemination Certificate to Equine Reproductive Services, L.L.C. and forward a signed copy of the certificate to the appropriate Breed registry.

9. Mare owner agrees to have mare checked by a licensed veterinarian no later than 18 days after insemination. The mare owner agrees to have mare checked for pregnancy within 35 days of insemination and notify Equine Reproductive Services, L.L.C. in writing the results of this exam.

10. The "Breeder's Certificate" shall be issued by stallion owner for each live foal born as a result of shipped semen provided with this contract. All expenses pertaining to this breeding must be paid in full prior to issuance of certificate.

11. Live foal guarantee by stallion owner is contained herein with return privilege for the year immediately following. "Live foal" means that the foal resulting from the breeding stands alone, nurses and lives for 24 hours. If foal is born dead or dies within the first 24 hours this guarantee only applies if the mare owner 1) notifies stallion owner within 72 hours after the time of foaling that the mare did not produce a live foal and 2) within ten days after mare owner's notice, the mare owner provides the stallion owner with a statement from a licensed veterinarian giving the particulars required to substantiate the failure of the mare to produce a live foal. A replacement mare may be substituted, at the stallion owner's discretion, if the contracted mare is unsuitable for a rebreed. The shipped semen fee is due and payable on any rebreed. If the mare owner fails to contract the mare for a rebreed the year immediately following, then any and all fees shall NOT be refundable and this contract is thereby cancelled. The stallion owner has the option to authorize a rebreed or to refund the stud fee less the booking fee, and this contract shall terminate. It is understood that if the above named stallion dies or becomes unfit for service, this contract shall become null and void and the stud fee less the booking fee shall be refunded to the mare owner. An additional transported semen fee shall be due and payable on any rebreed.

12. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this contract shall be in Van Zandt County, Texas.

13. The transported semen contract is a separate contract from stallion service contract and takes the place of the stallion service contract when the mare owner wishes to have transported semen versus an in house breeding at Equine Reproductive Services, L.L.C.

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

All fees must be paid prior to shipment of semen.

Credit card information

Name as it appears on card: _____

Type: _____ Number: _____ Expiration: _____ V#: _____

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2009.

Mare Owner:

By: _____

(Signature)

Address: _____

City/State/Zip: _____

Telephone: _____

Equine Reproductive Services, L.L.C.:

By: _____