



FROZEN SEMEN PURCHASE CONTRACT

I. MARE OWNER

Name: _____

Address: _____

Tel. _____ Fax: _____

Email: _____

II. TERMS

1. October Hill Farm agrees to provide Mare Owner with _____ doses of Frozen Semen from the stallion LORDSHIP in exchange for a fee of \$ ____500.00_____ per insemination dose. A dose is defined as a single insemination unit containing a minimum of 800 million sperm per milliliter and which, upon proper thawing, shows at minimum a 30% post-thaw motility.

2. Mare Owner agrees to pay for all loading, shipping, and container insurance and to provide a viable physical mailing address for the Frozen Semen. (2015 rate is \$335.00 per shipment, including return freight)

3. All fees must be paid prior to shipment of Frozen Semen. Mare Owner has the option of paying fees by credit card. A front and back copy of the card is required. If a credit card is used, a convenience fee of 3.5% will be assessed on the total amount due. Because copies are seldom legible, Mare Owner must fill in the information on the lines below. Third party credit card use is not allowed without written permission from the third party and verification by October Hill Farm at least ten days in advance of shipment. To avoid delays in shipments, the Mare Owner is responsible for keeping a current and valid credit card number of file with October Hill Farm.

Type of card: MC VISA AMEX Exp. Date: _____

Card Number: _____

Security Code: _____ Name on Card: _____

Signature of Card Holder: _____

4. Mare Owner agrees to return shipping container within four days of delivery and will be subject to additional fees if he fails to do so. A penalty of \$30/day will be charged to the Mare Owner for each day that the shipper is not returned starting the fifth day after delivery. If Mare Owner fails to return the shipper within ten days of delivery, penalty may include replacement costs of the shipper, which may exceed \$300.00. Fees and penalties will be charged to the Mare Owner's credit card on file.

5. October Hill Farm is obligated under this contract to provide Frozen Semen doses from the herein named stallion in viable condition at the time of delivery. Mare Owner must employ a licensed veterinarian practiced in the use of frozen semen to administer the doses. Attempts to utilize Frozen Semen outside of a controlled and qualified facility can greatly reduce and even prevent chances of conception.

6. October Hill Farm will provide an insemination certificate (Breeding Passport) for use by the veterinarian which must be returned to October Hill Farm upon completion of the season.

7. October Hill Farm makes no guarantees or warranties as to the fertilizing capacity of any semen provided under the terms of this contract.

8. Mare Owner is responsible for ascertaining registry requirements for the use of Frozen Semen and any fees for the subsequent registration of foals conceived.

III. CONDITIONS

1. Mare Owner agrees to observe ordering and administration protocol of Frozen Semen as determined by October Hill Farm.

2. October Hill Farm assumes responsibility only to deliver frozen extended semen to the Mare Owner or his or her designee. The semen must be administered by a licensed veterinarian.

3. Each dose will contain the correct amount of straws required for a breeding dose, as determined by the freezing lab.

4. The shipment should be planned to arrive at least two weeks prior to when the mare will be bred. Semen can only be shipped when a vapor shipper is available; the earlier an order is received, the less chance there will be that a vapor shipper is not available. Customers may provide their own vapor shipper.

5. Mare Owner guarantees to provide a liquid nitrogen storage tank into which the Frozen Semen must immediately be transferred upon delivery. Mare Owner is notified that storage of Frozen Semen with a third party, such as a vet or a commercial storage facility, may involve a storage fee for which Mare Owner is solely responsible.

6. Failure to transfer the Frozen Semen to a liquid storage tank within twenty-four (24) hours of delivery will result in damage to the Frozen Semen.

7. October Hill Farm is not responsible for Frozen Semen once it has been shipped. Insurance is required on each shipment for the value of the shipper and is included in the shipping costs. Once the shipment arrives, it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed on the day the shipment arrives. The tank's latch should be closed with a plastic tie wrap and the tank's exterior should be frosty when the lid is opened. A report of damaged semen due to tank failure must be filed by the Mare Owner immediately to initiate a claim.

8. Semen must not be removed from the shipper until ready to transfer to the liquid nitrogen storage tank. Frozen semen must not be held out of the tank for more than eight (8) seconds or the Frozen Semen could be damaged. October Hill Farm is not responsible for Frozen Semen that is mishandled.

9. Mare Owner should ensure the healthful condition and breeding soundness of the mare prior to insemination, including biopsy and uterine culture. October Hill Farm makes no guarantees on any reaction of the mare to Frozen Semen. Mare Owner is hereby notified that older mares or mares with poor biopsies may not be the best candidates for the use of Frozen Semen.

10. Thawing instructions will accompany the Frozen Semen and must be followed to ensure optimal chances of conception.

11. Should the mare conceive after insemination with fewer than the total number of Frozen Semen units received, the remaining straws are the property of the Mare Owner and Mare Owner will be responsible for all costs associated with storage and maintenance of them. Mare Owner may opt to sell any unused straws, but must notify October Hill Farm in event of sale.

12. Mare Owner must have mare checked for pregnancy by a licensed veterinarian at forty-five (45) days and again at sixty (60) days after the last insemination, and must inform October Hill Farm of the mare's pregnancy status using the Mare Breeding Passport.

13. Mare Owner is responsible for any and all mare breeding surcharges required by any registry. October Hill Farm does not pay mare or frozen semen surcharges imposed by any registry.

14. If the mare is sold after breeding, October Hill Farm makes no guarantees to the new owner in regard to the health or success of the pregnancy.

Signature Mare Owner

Date

Mare Owner Name, printed

Signature October Hill Farm

Date

Farm Representative, printed