

Signature Friesians LLC

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Frozen Semen Stallion Sales Contract

This contract made by and between Signature Friesians LLC (S.F.) and _____ (Purchaser) for breeding of the mare named: _____ Registration #: _____ to the Stallion Fetse 349 for the 2011 Breeding Season: subject to the following terms and conditions:

1. **STALLION:** Purchaser would like to use the following Stallion, Fetse 349.
2. **MARE:** Purchaser to inseminate the FPS/FHANA registered mare named _____ with Registration #: _____ to the stallion named in 1. of this contract. The purchaser may not substitute another mare for breeding without written consent of S.F. Only mares owned by purchaser will be looked at for substituting in place of original mare. This contract can not be assigned or transferred by Purchaser. Absolutely NO Selling of Inseminations/Straws will be permitted. Any one found selling inseminations/straws to a third party will be charged the full breeding fee at that time.
3. **FEES:**
 - a. Cost of the breeding fee for Fetse 349 will be \$1,250.00. The breeding fee is due upon the Mare named in this contract is confirmed in foal at 45 days.
 - b. The per insemination fee for Fetse 349 will be \$180.00. The insemination fee is due before each semen shipment can be shipped.
 - c. A fee of \$150.00 for Shipping and Handling 2-3 Day will be charged per shipment or \$225.00 for overnight. This fee is due before the semen can be shipped. The fee includes shipping to and from (continental US Only), handling fee and shipping container rental. If shipping container is not placed where it can be picked up and a new call tag has to be reissued a fee of \$50.00 will be charged. The shipping container must be returned in a timely manner, within two days of receiving, or a late container fee of \$15.00 per day will be accessed.
 - d. A deposit on the shipping container of \$800.00 is required. (A credit card number can be held on account or purchaser can send a check which will be returned at the end of the breeding season or when mare is confirmed in foal.)
 - e. Purchaser can pay either by check or Credit Card (MasterCard or Visa). Purchaser give S.F. the right to charge their credit card for all charges acquired not paid by check. Purchaser would like to use the following credit card for these fees. MasterCard or Visa with # _____ and Exp. Date _____. A credit card on file is required.
4. **RESERVATION FOR SEMEN:** Frozen semen should be ordered at least one week before you need to breed your mare. Purchaser understands that the frozen semen is first come, first serve and is subject to the availability of the Stallion.
5. **PER INSEMINATION PROGRAM:** Purchaser understands with the per insemination fee there is no live foal guarantees. You only have to pay per insemination and then only pay the breeding fee when the mare is confirmed in foal at 45 days. Purchaser will not be required to pay the breeding fee if there mare never becomes in foal or loses the foal before 45 days. Purchaser agrees to have the mare checked at 45 days in which if Mare is confirmed in foal agrees to pay the breeding fee within a week of confirmation. Failure to pay breeding fee within a week of confirmation will result in a late fee of \$30.00 plus 1.5% a month or 18% a year.
6. **BIRTH ANNOUNCEMENT:** Birth announcements will only be issued when all fees are paid in full.
7. **REFUND OF FEES:** There will be no refund for prepaid inseminations for any reason.
8. **WARRANTY:** S.F. is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except it is the Stallion's.
9. **FOR MARES TO BE BREED AT SIGNATURE FRIESIAN STABLES ONLY:**
 - a. Purchaser agrees that all veterinary, Ferrier, foaling and other fees are in addition to the per insemination fee, and that all such fees, together with board of \$15.00 per day, will be paid promptly upon invoicing. No Mare will be removed from S.F. Stables unless all fees and costs are paid in full.

- b. The Purchaser hereby gives S.F. permission to act as agent in an emergency situation if the Purchaser cannot be reached in a timely fashion.
 - c. The Purchaser hereby released S.F. from any responsibility of liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.
 - b. The Purchaser agrees to provide S.F. with a current health certificate, coggins test and all shot records before bringing mare to S.F.
10. GOVERNING LAW: This contract shall be governed by the laws of the Commonwealth of Kansas and shall be binding upon the hereto and the personal representatives.

IN WITNESS WHEREOF, the Parties hereto have hereunto see their hands and seal.

Purchaser (Print Name): _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: _____ Cell Phone: _____

Email: _____

Mare Registered Name: _____ Reg #: _____

Mare Chip #: _____

Credit Card # _____ Exp. Date: _____ CVC2 #: _____

Name On Card: _____

Billing Address for card: _____

City: _____ State: _____ Zip: _____

Purchaser (Signature): _____ Date: _____

(By signing I agree to the terms and conditions laid out in this contract)

Approximate Ship Date For Our Records: _____

(Doesn't have to be exact, just so we have an idea)