



Cooled Semen Contract

2010 Breeding Season

Page 1 of 4:

By signing final page, Mare Owner agrees that he or she has read and understands all pages of this contract.

I. MARE OWNER

Name: _____
Address: _____
Telephone: _____
Email: _____

II. DESCRIPTION OF MARE

Name: _____
Age: _____ Breed: _____
Registration: _____
Maiden: _____ Not Bred: _____ Barren To: _____
In Foal to: _____ Last Breeding Date: _____

Sire: _____ Breed: _____
Registration: _____

Dam: _____ Breed: _____
Registration: _____

Dam's Sire: _____ Breed: _____
Registration: _____

TO BE BRED TO Mezcalero SERVICE FEE \$ 1850.00

III. BREEDING RIGHT AGREEMENT

The Mare Owner hereby confirms a reservation to the stallion Mezcalero for the year 2010. The breeding right is sold with a Three Year Term on a Live Foal Guarantee. Mare is booked specifically by name. The booking may not be transferred to another mare without the prior written consent of the October Hill Farm. If the semen is used on a mare not named in this contract without October Hill Farm's consent, this contract and all of its guarantees become null and void. If the mare, or her substitute, does not conceive within the term of the contract, the Mare Owner must enter into a new contract in order to continue breeding, and must pay additional breeding right fees.

IV. FEES & TERMS

1. A non-refundable Booking Fee of \$ 250.00 is due upon signing of this contract. Booking fees do not carry over from one year to the next and must be renewed if the mare returns for breeding on this contract in a subsequent season.
2. The Stud Fee of \$ 1600.00 must be paid entirely before the first shipment of semen, and no part of the breeding fee will be returned after the first shipment is made. All fees will be made payable to October Hill Farm.
3. An initial Lab Fee of \$220.00 is due prior to first shipment of semen, with an additional Lab Fee of \$220.00 due and payable for each subsequent shipment, prior to dispatch, as they occur. These lab fees cover cooled semen handling fees exclusively.
4. A \$350.00 Equitainer deposit is due prior to initial shipment of semen. Any loss or damage to the Equitainer or any of its parts or pieces will be the responsibility of the Mare Owner, and any compensation for loss or damage may be taken from the deposit. The deposit may also be held until any balance due for shipping expenses has been paid. The shipping Equitainer must be returned by Federal



Cooled Semen Contract

2010 Breeding Season

Page 2 of 4:

- Express 2nd Day Service, or similar mode, within three (3) business days of arrival, with the signed "Delivery Certificate of Transported Semen" enclosed. Failure to comply with this term will result in the accrual of a \$25.00 per day late fee and the potential forfeiture of the Equitainer deposit, and an additional deposit will then be required for subsequent shipments. Mare Owner is responsible if the Equitainer is lost or damaged during return shipping; it is strongly recommended that the Equitainer be insured in the amount of \$350.00.
- All semen transportation costs will be responsibility of the Mare Owner; a shipping deposit of \$300.00 will be required before the first shipment. Shipping costs will be deducted from this deposit and any leftover balance will be refunded upon the return of the completed Mare Breeding Passport. The Equitainer deposit may be used to cover shipping costs over the amount of \$300, but a current credit card number must be on file.
 - Fees may be paid by check made payable to October Hill Farm or can be paid by credit card. Mare Owners may send separate checks, one for the booking and service fee, one for the container deposit, and one for the shipping deposit. Checks will be deposited as necessitated by account postings. Checks returned for insufficient funds will incur a \$30 charge per occurrence and will void all obligations of October Hill Farm under this contract.
 - Mare Owner has the option of paying fees by credit card, which will be charged to the card on an as-occurs basis. A front and back copy of the card is required. 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 prior to shipment. To avoid delays in shipments, the Mare Owner is responsible for keeping a current and valid credit card number on file with October Hill Farm. All charges to the card will appear on statements as the business name "Cyan Designs".

Type of Card: _____ Exp. Date: _____
Card Number: _____
Security Code: _____ (3-digit code on back of card)
Name on Card: _____
Signature: _____

- In most cases, Federal Express overnight express morning delivery will be used for Mare Owner's semen shipment. In situations where Mare Owner lives in a location where Federal Express does not make on-location deliveries via this service, Mare Owner is responsible for locating the nearest Federal Express hold location and then providing the mailing information to October Hill Farm. This condition also applies if the Mare Owner requires a Federal Express Saturday delivery.
- Mare Owners may provide their own Federal Express account number for shipping; claims against Federal Express for loss or damage on such shipments will be the responsibility of the Mare Owner. If the claim involves damage to the Equitainer, October Hill Farm will make assessments to the Mare Owner regardless of the outcome of the claim.
- October Hill Farm will insure each shipment for \$350.00, the cost of replacing the Equitainer. If Mare Owner wishes to waive this insurance or reduce the level, please initial here and fill in the level desired. _____ October Hill Farm will make damage claims on shipments made under its own account number, but makes no guarantees on the outcome of the claims, and will make assessments to the Mare Owner regardless of the outcome.
- If the Mare Owner requires a same-day counter-to-counter shipment (via commercial airline), Mare Owner is responsible for an additional airport courier fee of \$80.00 for each airport delivery. Due to heightened airport security, October Hill Farm may only consign with airlines with which it is a known consignor, and the named consignee must show identification to pick up counter-to-counter shipments from the airline freight office. October Hill Farm will contact Mare Owner with flight and arrival information and a waybill numbers once the freight is consigned.
- In all cases, October Hill Farm makes no guarantee on the on-time arrival of shipments.



Cooled Semen Contract

2010 Breeding Season

Page 3 of 4:

13. If the mare is flushed for embryos and produces more than one pregnancy in recipient mares, the Mare Owner will be charged a fee equal to 70% of the contractual breeding fee, or \$ 1120.00 _____, when the second pregnancy reaches thirty (30) days gestation. Do you plan to flush for embryos? YES NO
14. Upon the reconciliation of the Mare Owner's account and the return of the completed Mare Breeding Passport, a Breeding Certificate will be issued, and any refunds due will be made.

V. CONDITIONS

1. Breeding season dates at October Hill Farm begin February 15th, and end July 30th, each year. Extensions to this season are not guaranteed, but will be considered on a case by case basis.
2. Mare Owner agrees to observe protocol for shipment of fresh cooled semen as determined by October Hill Farm. October Hill Farm cannot guarantee shipment of semen if the request is not received by 8:00am (CST) the day of the collection.
3. October Hill Farm observes an every-other-day collection schedule which includes all weekends and holidays. Mare Owner is responsible for conveying this schedule to the attending veterinarian.
4. October Hill Farm assumes responsibility only to deliver fresh cooled semen from the herein named stallion in viable condition at the time of dispatch to Mare Owner. Mare Owner is responsible for picking up the container at the shipping destination and delivering it to the insemination site if the shipping service does not deliver directly to that site. Semen must be handled and administered by a licensed veterinarian who is experienced in the practice of artificial insemination on the same day that the delivery is made to the Mare Owner. All inseminations must be recorded on the Mare Breeding Passport and signed in each instance by the veterinarian.
5. If Mare Owner has mare in control of an agent for breeding, an additional form, the Agent Assignment and Authorization, must be on file prior to the first shipment.
6. Mare Owner agrees that October Hill Farm will not be held responsible for shipments lost, delayed or damaged do to shipping mishaps, interruptions, or similar uncontrollable situations.
7. Any attempt to obtain a pregnancy with the semen in any other mare other than the one herein named will result in forfeiture of all stud fees, balance of shipping fees, collection deposit and the right to a breeder's certificate on the mare herein named.
8. Should October Hill Farm fail to deliver live cooled viable semen from the stallion herein named on the correct date, or if a licensed veterinarian determines upon examining the semen, using proper procedures, that the semen is not viable for breeding purposes, the Mare Owner will be entitled to one (1) additional shipment of semen free of charge. Mare Owner's veterinarian will contact October Hill Farm immediately to report this situation and provide necessary details as requested. Reports from anyone not a licensed and qualified veterinarian will not be accepted.
9. Mare Owner must ensure the healthful condition and breeding soundness of the mare prior to insemination. October Hill Farm can make no guarantees of pregnancy on any mare of any age. The Mare Health Form must be signed and submitted to October Hill Farm prior to initial shipment of semen.
10. Mare Owner must have mare checked for pregnancy by a licensed veterinarian at forty-five (45) days and again at sixty (days) after the last insemination, and must inform October Hill Farm of the mare's pregnancy status using the Mare Breeding Passport.
11. If the mare dies prior to insemination or if after examination by a licensed veterinarian is found unfit to breed, another mare may be substituted with the prior written consent of the October Hill Farm, with the same terms and conditions of this contract applying.
12. Important: Written notice of loss of any pregnancy after the sixty (60) day check is required within ten (10) days of veterinary examination in the form of a Veterinarian's Certificate in order to receive return privileges.
13. This contract carries a live foal guarantee. If the mare herein named, or the mare substituted, fails to produce a foal that can stand and nurse, the Mare Owner will be entitled to a return breeding in the following season, provided October Hill Farm is presented with a Veterinarian's Certificate outlining the details of the failed pregnancy or foal's death within ten (10) days of its occurrence. Failure to provide



Cooled Semen Contract

2010 Breeding Season

Page 4 of 4:

- the Veterinarian Certificate within ten (10) days may nullify guarantee for the term of the contract and October Hill Farm reserves the right to deny return or rebreed privileges.
14. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, the Mare Owner is responsible for the current season's shipping costs, lab fees, current season booking (rebreed) fees, and collection fees, as these costs may be adjusted in breeding seasons subsequent to the present one. Mare Owner also remains subject to all the terms and conditions of this contract.
 15. Mare Owner is responsible for any and all mare breeding surcharges required by any registry. October Hill does not pay mare surcharges imposed by any registry.
 16. If the Mare Owner has purchased this breeding through a stallion service auction, Mare Owner is responsible for all costs except the current season stud service fee of \$____n/a____, minus the booking fee.
 17. In the event that the Mare is sold after breeding, no return privileges shall be made to the purchasing party unless such return privilege is guaranteed in writing by October Hill Farm *prior* to her sale.
 18. In any case, return privileges or the return of any fees are at the discretion of the October Hill Farm.
 19. In no case shall October Hill Farm deliver semen or cover a mare under the terms of this contract for a period of more than three years (Three Year Term) commencing on the first year of the breeding under this contract. This Three Year Term shall apply if the breeding right is reassigned to another mare or is transferred. The foregoing notwithstanding, this contract may be extended for one (1) additional year if, in year three, a full term foal is born but is unable to stand and nurse.
 20. October Hill Farm will not guarantee the health and vitality of any foal beyond its ability to stand and nurse.

V. DEATH, SALE OR UNFITNESS OF STALLION

In the event that Stallion dies, is sold, or in any way becomes unfit for service prior to servicing mare, the stud fee and/or deposits paid will be returned in full. Under no circumstances will the booking (rebreed) fee be refunded. Mare Owner is not entitled to any refund if the stallion should die, is sold, or becomes unfit for service in any contracted season after having serviced the Mare Owner's mare at least once during that season. Under these circumstances, Mare Owner may elect to use another October Hill Farm stallion, as available, and will be responsible for all costs associated with breeding the mare and will be subject to all terms and conditions of this contract.

Read this contract carefully. Sign and return a copy with Booking Fee to October Hill Farm. Upon completion of signing, this contract becomes a full binding agreement between both parties, subject to all stipulated term and conditions and sets forth the entire agreement of the parties. This contract shall not be assigned or transferred by the Mare Owner. This contract shall be interpreted in accordance with the laws of the State of Texas. No failure on the part of Company to insist upon strict or literal performance of any part or provision of this Agreement, in its entirety, shall constitute a waiver of such provision or prevent Company from later requiring or taking stringent steps to enforce strict or literal performance of such part or provision of this Agreement. Further, no forbearance or neglect by Company, or failure by Company to insist upon strict or literal performance of any part or provision of this Agreement, shall confer on the Boarder any authority or permission no expressly granted in this Agreement or to waive any limitations on Boarder's authority expressed in this Agreement.

Signature of Mare Owner Date

Signature for October Hill Farm Date

October Hill Farm fax number 817-596-7574

Fresh Cooled Semen Contract (page 4 of 4) Last Revised 1/08



Cooled Semen Contract
Attachment A, page 1 of 2:
Ordering and Shipping Protocol Information

In the interest of customer service and convenience, October Hill will observe the following protocol for the shipment of fresh cooled semen from our stallions.

Our office hours are from Monday through Friday, 8:00am to 5:30pm CST. Calls made after hours may be answered by recorded message.

Please remember that a signed breeding contract, all deposits and fees for collection and shipment, and all stallion fees must be submitted and paid to October Hill Farm prior to making a request for shipment. Please also remember that the opening and closing dates of breeding season at October Hill Farm are determined solely by October Hill Farm.

ORDERING COOLED SEMEN: Semen collections will be made on an every-other-day schedule. The Mare Owner, by contract, is responsible for knowing the farm's current collection schedule and for providing that schedule to their veterinarian. Fresh cooled semen must be ordered by 7:00pm CST the day before a scheduled collection to guarantee availability. October Hill Farm makes no guarantees on the availability of semen for requests made after this cutoff time, but will make every effort to fulfill the order. Collections will be made in the morning and can be shipped for same day insemination (where available) or shipped overnight by Federal Express. October Hill makes no guarantees on the arrival time of shipments. All collections made on Saturday or Sunday are shipped counter to counter and will incur related fees as described in the contract.

Rough estimates of shipping costs per shipment (based on 2009 rates):

| | |
|--------------------|--|
| Federal Express | \$85.00-100.00 (depending on location) |
| Counter to Counter | \$170.00 |

All Federal Express shipments will be insured for \$350 unless otherwise noted in the contract. Insurance is not available on counter to counter shipments.

SEMEN SHIPMENT REQUEST: This form must be completed and returned to October Hill prior to the first shipment. To schedule a shipment, please call our farm office (note office hours above). DO NOT make requests for shipments via email. We must have the following information, which can be provided on the attached request form, to fulfill your order:

| | |
|-----------------------------------|------------------------|
| *Your Name | *Stallion's Name |
| *Your Shipping Address | *Mare's Name |
| *Destination Airport | *Collection Day |
| *Method of Shipping (FedEx, etc.) | *Your telephone number |

Please call the farm office after 2:00pm CST on the shipping day to receive the shipment's tracking number. Getting this information is your responsibility, and will ensure your ability to track your shipment.

RETURNING CONTAINERS: By contract, you are obligated to return the Equitainer within three days of its arrival to avoid additional charges. Note: Paying an extra amount to insure the containers will protect you from claims should the container be damaged en route.

Revised 8/09



Cooled Semen Contract

Attachment A, page 2 of 2:
Ordering and Shipping Protocol Information

SEMEN SHIPPING FORM
Please submit by FAX (817) 596-7574
Do NOT email this information!

Mare Owner : _____

Address: _____

Phone: (H) _____ (W) _____ (FAX) _____

Please use my Federal Express Account: _____ (check here and provide number below)
Federal Express Account # _____ (Call FedEx at 1-800-436-3339 to set up a new account)

Please use October Hill Farm's Federal Express Account: _____

MARE'S NAME(S): _____

SHIP TO: _____

ADDRESS: _____

PHONE: _____ MOBILE: _____

CLOSEST MAJOR AIRPORT: _____

VETERINARIAN: _____

PHONE: _____ FAX: _____

Shipping tank provided by: October Hill Farm [] Client []

Approved shipping devices provided by client include: Hamilton Thorne Equitainer I or II, Hamilton Thorne Clipper, or Equine Express. Call for approval of any other device. Client's shipping container must be provided to October Hill Farm at least three days prior to collection to allow for inspection and preparation.

Signature of Mare Owner: _____



Cooled Semen Contract

Attachment C:
Mare Health Form

To Be Completed and Signed by Mare Owner prior to first shipment of the current season!

Mare Name _____ Owner Name _____

Mare Description _____ Age _____

If in foal, date due _____ Tentative Breeding Date _____

Date of Coggins _____ Fluvac _____ Pneumabort _____

Has mare been wormed at least four (4) times in the last year? _____

BREEDING HISTORY

Years Bred (Last Three Years Only) _____

Years Foaled (Last Three Years Only) _____

Abortions? _____ Early Embryonic Death? _____

Uterine Infections? _____ If yes, please list type and treatment _____

Caslicks Used? _____ Retained Placenta? _____

Does she cycle regularly? _____ Shows heat? _____

Foaling difficulties or damage? _____

Date of uterine culture and results _____

Do you plan to use a stallion/gelding for teasing? _____ Do you plan to use Ovuplant? _____

MARE RECORD: This information is valuable to us!

- Please send us:
1. Photos of your mare from the side. We may put some on our website.
 2. Highlights of her show record, if any.
 3. Photos of any offspring you know of. Have they been shown?
 4. A list of her stud book approvals. We have a discount for premium mares!
 5. Three generation pedigree if available.
 6. We give fair consideration to all mares. This information is simply for our records and for the promotion of our stallion's get.

Signature of Mare Owner _____ Date _____



PRELIMINARY REGISTRY SELECTION FORM

Most of our stallions are approved, or allowed to breed in, multiple registries. It is helpful for us to know with which association you plan to register your 2011 foal. We can also provide you with guidance about which registries will best fit your individual needs. Please select any options that you are considering. By making a selection at this time, you are not obligating yourself to the choice(s) indicated. Please return this form with your contract and feel free to ask any questions about any of the options below.

THANK YOU!

(indicate here by marking)

| | | |
|---------------------------|--|--------------------------|
| CASCANI: | AHHA (American Holsteiner Horse Assoc.) | <input type="checkbox"/> |
| | RPSI (Rhineland-Pfalz-Saar Registry) | <input type="checkbox"/> |
| | CS (Continental Studbook) | <input type="checkbox"/> |
| COCONUT GROVE: | AHHA (American Holsteiner Horse Assoc.) | <input type="checkbox"/> |
| | AHS (American Hanoverian Society) | <input type="checkbox"/> |
| | AQHA (American Quarter Horse Association) | <input type="checkbox"/> |
| | BWP (Belgian Warmblood Registry) | <input type="checkbox"/> |
| | CWHBA (Canadian Warmblood Registry) | <input type="checkbox"/> |
| | GOV (German Oldenburg Verband) | <input type="checkbox"/> |
| | ISR/OLDNA (Intl. Sporthorse Reg. & Oldenburg N.A.) | <input type="checkbox"/> |
| | JC/PHR (Jockey Club/Performance Horse Reg.) | <input type="checkbox"/> |
| | NAWPN (Dutch Warmblood Registry) | <input type="checkbox"/> |
| | RPSI (Rhineland-Pfalz-Saar Registry) | <input type="checkbox"/> |
| | SF (Selle Francais Registry) | <input type="checkbox"/> |
| | ZANG (Zangersheide Registry) | <input type="checkbox"/> |
| | CS (Continental Studbook) | <input type="checkbox"/> |
| MEZCALERO: | AHHA (American Holsteiner Horse Assoc.) | <input type="checkbox"/> |
| | BWP (Belgian Warmblood Registry) | <input type="checkbox"/> |
| | CWHBA (Canadian Warmblood Registry) | <input type="checkbox"/> |
| | NAWPN (Dutch Warmblood Registry) | <input type="checkbox"/> |
| | RPSI (Rhineland-Pfalz-Saar Registry) | <input type="checkbox"/> |
| | SF (Selle Francais Registry) | <input type="checkbox"/> |
| CS (Continental Studbook) | <input type="checkbox"/> | |
| OCORDO: | BWP (Belgian Warmblood Registry) | <input type="checkbox"/> |
| | RPSI (Rhineland-Pfalz-Saar Registry) | <input type="checkbox"/> |
| | CS (Continental Studbook) | <input type="checkbox"/> |