



FROZEN SEMEN PURCHASE CONTRACT

I. MARE OWNER

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

II. TERMS

1. October Hill Farm agrees to provide Mare Owner with _____ doses of Frozen Semen from the stallion _____ Ocorde _____ in exchange for a fee of \$ _____ 950.00 _____ 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 \$350.00 for shipping and container insurance.
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 \$10 per dose service fee will be charged. 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: _____

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 vapor shipper is not returned starting the fifth day after delivery. If Mare Owner fails to return vapor shipper within ten days of delivery, penalty may include replacement cost of the vapor shipper.
5. October Hill Farm is obligated under this contract to provide Frozen Semen doses in viable condition at the time of delivery. Mare Owner must employ a licensed veterinarian practiced in the use of frozen semen to administer 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 (Mare Breeding Passport) for use by the veterinarian which must be returned to October Hill Farm upon completion.
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.

V. CONDITIONS

1. Mare Owner agrees to observe ordering and administration protocol for shipment 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 use their own vapor shipper.
5. Mare Owner guarantees to provide a liquid nitrogen storage tank into which the straws must immediately be transferred upon delivery. Mare Owner is notified that storage of straws with a third party, such as a vet or commercial storage facility, may involve a storage fee for which Mare Owner is responsible.
6. Failure to transfer the straws to a liquid nitrogen storage tank within twenty-four (24) hours of delivery will result in a void of this contract and may jeopardize the integrity and quality of the semen.
7. October Hill Farm is not responsible for Frozen Semen once it has been shipped from our location. Insurance is required on each shipment for the value of the vapor shipper and is included in the shipping cost. 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 must be filed by the Mare Owner within 24 hours of delivery or insurance may be void.
8. Semen straws must not be removed from the vapor shipper until ready to transfer to the liquid nitrogen storage tank. Straws must not be held out of the tank for more than eight (8) seconds or the semen could be damaged. October Hill Farm is not responsible for semen that is mishandled.
9. Mare Owner should ensure the healthful condition and breeding soundness of the mare prior to insemination. October Hill Farm makes no guarantee on any reaction of the mare to the 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 straws and must be followed to ensure optimal chances of a conception.
11. Should the mare conceive after insemination with fewer than the total number of 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 the remaining straws. Mare Owner may opt to sell any unused straws.
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 does not pay mare surcharges imposed by any registry.
14. If the mare dies prior to insemination or after examination by two licensed veterinarians is found unfit to breed, another mare may be substituted with the consent of the October Hill Farm, with the same terms and conditions applying.
15. In the event that 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.

Read this contract carefully. 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.

Signature of Mare Owner

Date

Signature for October Hill Farm

Date