

TRANSPORTED SEMEN AGREEMENT and INSTRUCTIONS
Addendum to Breeding Contract

Breed to: _____
Stallion Name Here

SANTOLINA FARM INC.
31055 North 56th Street
Cave Creek, AZ 85331
Jack Cell # 480-251-8600
jack@santolinafarm.com

Mare Owner _____ **Address** _____

City _____ **State** _____ **Zip** _____ **Telephone** _____

Name on Credit Card _____

Credit Card # _____ **Exp Date** _____

This is your approval to charge your credit card for semen shipments to breed mare named below.

Ship Semen To :
Name _____

Address _____

City _____ **State** _____ **Zip** _____ **Phone #** _____

Contact Person _____ **Phone #** _____

Santolina Farm Inc. (SFI) is providing breeding services for the Stallion at its facilities during the breeding season. SFI understands that the above Mare Owner has entered into an agreement with *Stallion Owner, completed a breeding Contract*, by which the Mare Owner is authorized to breed the Mare to Stallion named above;

Mare Name _____ Breed _____ Registration # _____

Mare is being bred to carry foal _____ Mare is being bred for E.T. _____ Number of Embryos to be harvested? _____

By this agreement, SFI is authorized by the Mare Owner to exercise their rights to have their Mare bred to the above named Stallion by use of transported cooled semen. By executing this Agreement in the space provided, SFI is hereby authorized to transport semen from the Stallion to the location stated above under the following terms and conditions: 1. Mare Owner shall notify SFI by telephone **No less than 24 hours (480-251-8600) Prior to the day a shipment is requested for breeding**. All Recipients of shipments will receive a confirmation call with a tracking number on the morning of shipment. Shipments are done **Monday, Wednesday and Friday**. ALL other shipment request must be specifically arranged with SFI.

All Cancellations of shipments Must be Received no later than 9:00 am, MST on the day of shipment. Cancellations received after 9:00am , will receive a \$100.00 processing charge, payable prior to next shipment. Please plan your shipments carefully to help us plan your breeding.

2. The availability of semen from the Stallion shall be determined by SFI in its sole discretion and Breeding Contract, Receipt Date.

3. Mare Owner *Shall Use All such transported semen* for the Sole Purpose of inseminating the above Mare only. A minimum of 750 million sperm in 25 mls of Extender will be shipped. We will generally ship 2 one billion+ doses if semen is available.

4. Mare Owner shall cause such transported semen to be inseminated into the Mare by a licensed veterinarian or technician on the date of delivery and return the signed Report Invoice copy, noting Paid by Credit Card or payment from Deposit, inside the container. Mare Owner agrees to have the Mare pregnancy checked by ultrasound on or about 18 days from ovulation. If ultrasound is not available, Mare should be checked by a Veterinarian no later than 30 days from the end of heat cycle for pregnancy. All results of pregnancy exams are to be reported in writing to SFI upon completion of exams.

5. This Agreement shall in no way be deemed to modify or amend any rights, liabilities, or obligations between the Mare Owner and the Stallion Owner. This Agreement shall not be deemed to modify or amend any right granted by the Mare Owner or promise made by the Stallion Owner as to return breeding, live foal guarantee, or fertility of the Stallion.

6. a) All semen shall be transported to the Mare Owner via Federal Express, in a Semen Transport Container (STC) provided and owned by Santolina Farm Inc. (SFI), *Without a deposit required*. Mare Owner agrees to pay SFI a \$50.00 late fee / container replacement fee, for any container not return Fed Ex / UPS to SFI within 5 days of receipt. The postage mark shall be used to determine the applicability of the late fee.

6. b) When an Equitainer shipping container is required for *any reason* of transportation, prior to the transportation of the Stallion semen, Mare Owner shall pay to SFI a refundable \$300.00 Container Deposit Fee on each Equitainer to be shipped Plus \$ Fee for the transported semen. Mare Owner may provide their own container at their own risk and expense without deposits.

All Deposits and Semen Shipment Fees are in Addition to any other Fees such as; the Stud fee, or Veterinary breeding fees, Mare Care board, etc., that the Mare Owner may owe the Stallion Owner or any other party in connection with the breeding of the Mare to the Stallion. Mare Owner shall pay to SFI, \$ billed fee per Semen Shipment for each shipment, plus any additional "item (6.b) above" shipping costs. All Shipments will include a Transported Semen Report and Invoice, *Due upon receipt and to be returned with each container*. See Container Return Instructions.

6. c) All International Shipments shall have an Additional Charge for US Dept. of Agriculture Certification -USDA, Customs processing and Courier USDA/Airport with stand by fees, and SFI office / telephone expenses.

- ALL INTERNATIONAL SHIPMENTS—ADD \$300 - USDA Health Cert. processing + Semen fee, **plus** Air Freight & Courier.

Note, If Equitainer is required, See "6 b" for Required Deposits.

7. SFI hereby represents to the Mare Owner, that the semen transported will be from the Stallion indicated on the Semen Collection Report / Invoice as per this agreement. SFI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND STALLION FITNESS FOR A PARTICULAR PURPOSE, OR STALLION HEALTH.

8. Mare Owner hereby agrees to pay SFI all applicable charges, fees and expenses as identified on the enclosed Semen Shipment Report - Invoice. All semen shipments shall be paid by Credit Card or paid out of Deposit prior to shipment. All credit card charged shipments will be billed a Credit Card Processing Fee of \$10.00 for each credit card processed. Should any billing occur, Mare Owner will pay a late charge of two percent per month plus re-billing fee of \$25 for past due billings. All payments shall be payable to Santolina Farm Inc. in lawful money of the United States, charged on a credit card, mailed First Class or delivered to the office located at 31055 N. 56th Street, Cave Creek, AZ 85331. All semen shipments must be paid prior to or on shipping date or guaranteed by stallion owner.

9. Mare Owner hereby agrees to indemnify and hold the SFI Parties harmless from and against any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third person or persons or to the property of any party or persons, caused by this shipped semen, the Mare, or any foal resulting from any breeding of the Mare to the Stallion. Mare Owner further agrees to indemnify and hold SFI, including Associated SFI Parties harmless from and against any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any injury to the Mare and/or any foal, or to the Owner and Owner's associates, employees and friends.

10. Mare Owner hereby represents that all applicable Ownership, Mare breeding and Contact Person information is true and correct.

11. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Mare Owner may not assign its rights or delegate the duties hereunder without prior written consent of SFI. This Agreement may be executed in any number or counterparts with each counterpart constituting an original, but all together one as the same instrument and contract. This Agreement shall be governed by and construed in accordance with the laws of Maricopa County, Arizona, USA, and that the exhibits referred to herein constitute the entire agreement between the parties which supersede all prior negotiations or understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing, signed by all parties.

15. Any communication made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail, properly addressed with proper postage for first-class prepaid mail.

16. If any provision of Agreement is prohibited by, or is unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall be ineffective without invalidating the remaining provisions hereof.

17. Mare Owner further agrees to reimburse SFI for all costs, fees and expenses, including attorneys' fees incurred by rights under this Agreement.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT, AS THE ADDENDUM TO THE SIGNED STALLION BREEDING CONTRACT AND APPROVES PAYMENT AS NEEDED FOR SEMEN SHIPMENTS ORDERED.

Mare Owner Signature and credit card authorization

Date of acceptance

SANTOLINA FARM, INC.

Date _____

S T F

Jack or Kim Farmer

Dates

shipments

made,