



1089 Nesbitt Road Colora, MD 21917
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Frozen Semen Sales Agreement

This Frozen Semen Sales Agreement (the “Agreement”) is entered into as of _____ by and between Hilltop Farm, Inc., a Maryland corporation with its principal place of business at 1089 Nesbitt Road, Colora, MD 21917 (“Hilltop”) and the breeder listed below (“Breeder”).

1. BREEDER’S REPRESENTATIONS:

| BREEDER INFORMATION | | |
|---------------------|-----------------|--------------|
| Breeder’s Name: | | |
| Address: | | |
| | | |
| Phone: | (Primary Phone) | (Alt. Phone) |
| Email: | | |

- (a) Breeder represents that Breeder is either the owner or lessee of the Mare and has the authority to enter into this Agreement. Breeder acknowledges that Breeder has no right to assign or otherwise transfer any right under this Agreement;
- (b) Before submitting the Agreement to Hilltop, Breeder has read this entire Agreement and understands and agrees to the terms set out herein;
- (c) By submitting this Agreement to Hilltop, Breeder represents that Breeder has not ever been convicted of, pled guilty to, nor is Breeder currently under investigation for animal cruelty.

The Breeder wishes to purchase semen from the following stallion (the “Stallion”)

| STALLION INFORMATION (the “Stallion”) | | | |
|--|-----------------|----------------------------|-------------------------|
| Stallion’s Name: | Everdale | Breed/Registration Number: | KWPN / 09.033336 |
| This stallion has tested positive as a carrier for Warmblood Fragile Foal Syndrome (WFFS) and is only available for breeding to mares that have tested negative for the WFFS gene. Documentation of negative status must be provided. | | | |

- 2. **FEES:** (a) Hilltop agrees to transfer to the Breeder _____ doses of frozen semen from the Stallion (the “Semen”) for \$ 1,500 per dose, or a total Purchase Price of \$ _____, payable in U.S. Dollars. Rights to the Semen shall transfer to the Breeder upon Hilltop’s acknowledgement of this Agreement fully executed by the Breeder and receipt of payment in full (“Purchase Date”). After the shipment of semen there is no refund of the breeding fee. All refunds are subject to a 10% office fee.
- (b) The Purchase Price includes only the purchase of the semen. Any additional costs of transport of the Semen to the Breeder, storage from the Purchase Date, and other expenses of breeding are over and above the Purchase Price.
- (c) Should Hilltop decline to accept a submitted Agreement for any reason, any charges applied to the Breeder’s credit card upon submission will be credited back to Breeder’s credit card within two business days.

3. **SHIPPING OF SEMEN.** (a) Within 14 days of the Purchase Date, Breeder must either arrange for the shipment of the Semen to alternate storage facilities or open an account with Select Breeders Service, Inc. (“SBS”) for continued storage of the Semen. Failure to open a storage account or to move the Semen from Select Breeders within 14 days of the Purchase Date may result in additional storage fees charged to the Breeder, and no semen will be released to the Breeder until storage fees are paid in full.

(b) The transfer of semen and shipping expenses are payable prior to the semen shipment. Hilltop requires that the Breeder provide valid credit card information to SBS for securing the semen shipping, container deposit, and for any storage fees prior to the shipment of semen. These fees are payable to SBS at their published rates at the time of shipment.

(c) Semen is shipped in specialized containers which shall at all times remain the property of Hilltop or SBS. The shipping container must be returned to SBS in good condition within the timeframe listed on the container and by the method specified in the container documents. A Late Fee, as set out in the Schedule of Breeding Fees, may be assessed for late return of the shipping container. Any loss of or damage to the container will be the responsibility of the Breeder and will be charged to the Breeder's credit card.

| SHIPMENT DESTINATION INFORMATION | | | |
|----------------------------------|---------|------------------|------------------|
| Attention: | | | |
| Address: | | | |
| | | | |
| Special Delivery Instructions: | | Waive Signature: | YES or NO |
| Phone: | (phone) | (email) | |

4. **REPORT OF BREEDINGS:** The Breeder may produce as many foals as the Breeder is able from the Semen via artificial insemination, from different mares and/or over different breeding seasons. Intracytoplasmic Sperm Injection (ICSI) is not permitted under this agreement. Upon submission to Hilltop of properly executed Mare Passport(s) indicating that a mare has been bred with the Semen, Hilltop will issue the appropriate Breeding Certificate for each breeding. No Breeding Certificate will be issued unless a Mare Passport has been signed and submitted by the person completing the insemination and pregnancy checks.

5. **LIMITATION OF WARRANTIES:** Hilltop warrants that the Semen has been processed and tested and is of marketable quality at the time of sale. Breeder specifically waives any other warranties, either express or implied by law. There is no live foal guarantee with regard to the Semen.

6. **GENERAL PROVISIONS:** This Agreement is the entire understanding between the parties with regard to the subject matter addressed herein. This transaction is deemed to take place within the State of Maryland, United States of America, and the terms of this Agreement shall be interpreted according to Maryland law. Any disputes arising hereunder shall be resolved first by mediation before a mediator familiar with both the applicable law and the customs and practices of the equine industry.

IN WITNESS WHEREOF, the parties enter into this Agreement upon acceptance of Breeder's submission by Hilltop.

Hilltop Farm, Inc.

The Breeder

By: _____
Its duly authorized agent

By: _____
Accepted and agreed by Hilltop Farm, Inc. as of this date:
_____.