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For Office  
Use Only

### Per Dose Cooled Semen Sales Agreement

This Cooled 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:                      | <b>Rubinero</b> | Breed/Registration Number: | <b>Oldenburg / DE 333 331256599</b> |

2. FEES AND ADMINISTRATION: (a) Hilltop agrees to provide to the Breeder one dose of cooled semen from the Stallion ( the "Semen") for **\$675**, payable in U.S. Dollars. Upon payment of the Breeding Fee the Breeder is entitled to one dose of semen from the Stallion during Hilltop's 2022 breeding season. After the shipment of semen there is no refund of the breeding fee. All refunds are subject to a 10% office fee.
- (b) The breeding season for the Stallion via cooled semen is March 13, 2023 to July 31, 2023.
- (c) Cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement. The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves Select Breeders Service, Inc. ("SBS").
- (d) The Purchase Price includes only the purchase of the semen. Any additional costs of transport of the Semen to the Breeder, and other expenses of breeding are over and above the Purchase Price.
- (e) 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. COLLECTION AND SHIPPING OF SEMEN. (a) Collection and shipment of semen for Hilltop stallions is performed by Select Breeders Service, Inc. ("SBS"). Hilltop requires that the Breeder provide valid credit card information to SBS for securing the semen shipping container deposit and for any collection and shipping fees. These fees are payable to SBS prior to the shipment of semen via the Mare Owner's credit card at the published SBS rates at the time of shipment.

(b) 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.

(b) Cooled semen stallions are typically available for collection Sunday thru Friday (*no collections on Saturday*). At rare times a stallion is given a "day off" from the breeding shed in order to ensure optimal quality semen. Please keep Hilltop notified as the Mare enters her breeding cycle. Whenever possible semen is shipped overnight via Federal Express or UPS.

(d) Requests for semen must be made by 9PM Eastern Time of the day preceding collection and shipment or pick-up, with the exception of Sunday collection requests which must be made by 5PM Eastern Time on Saturday. ALL requests for semen shipments must be made via TELEPHONE. *Late notifications will be accommodated if possible, but there will be an additional late fee assessed by SBS.*

| SHIPMENT DESTINATION INFORMATION                            |         |                  |                  |
|---|---------|------------------|------------------|
| Attention:  |         |                  |                  |
| Address:  |         |                  |                  |
| Special Delivery Instructions:                              |         | Waive Signature: | <b>YES or NO</b> |
| Phone:  | (phone) | (email)          |                  |
| Preferred Airport for Shipping if Same-Day Shipment Needed: |         |                  |                  |

4. REPORT OF BREEDINGS. The Breeder may only breed the Breeder's mare identified below (the "Mare"). Upon submission to Hilltop of properly executed Mare Passport signed and submitted by the person completing the insemination and pregnancy checks and indicating that a mare has been bred with the Semen, Hilltop will issue the appropriate Breeding Certificate.

MARE.

| MARE INFORMATION (the "Mare")  |        |                              |  |
|--|--------|------------------------------|--|
| Mare's Registered Name:  |        | Mare's Barn Name:            |  |
| <b>WILL THIS BE AN EMBRYO TRANSFER BREEDING? Yes or No (circle one)</b>  |        |                              |  |
| Age:   | Breed: | Registration #:              |  |
| <b>A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED.</b>   |        |                              |  |
| Registries Mare is Approved with:  |        | Preferred Registry for Foal: |  |
| Mare's Breeding Status:  |        | Planned Month of Breeding:   |  |
| <b>Has your mare been tested for Warmblood Fragile Foal Syndrome (WFFS)? Yes or No (circle one) Results: _____</b> |        |                              |  |

5. EMBRYO TRANSFERS AND ICSI. (a) Hilltop must be notified at the execution of this Agreement if the Breeder intends to use Embryo Transfer as a means of producing a foal from this breeding. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them.

(b) In the case that multiple embryos are recovered from the Donor Mare on a single breeding attempt, the additional embryos may be transferred to multiple Recipient Mares or frozen for future implantation at the Breeder's discretion. The Breeder must notify Hilltop of any additional embryos at time of implantation or freezing. An additional Breeding Fee equal to 50% of the Total Breeding Fee will be due for each additional embryo at time of implantation or freezing. There is no additional guarantee offered on the additional embryos.

(c) Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy or if a Live Foal has been produced. If the Breeder wants to rebreed the Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed.

(d) Intracytoplasmic Sperm Injection (ICSI) is not permitted under this agreement unless permission has been granted in writing by Hilltop Farm.

6. **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.

7. **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:  
\_\_\_\_\_.