



1089 Nesbitt Road Colora, MD 21917

410-658-9898 410-695-3535 fax
 breeding@hilltopfarminc.com www.hilltopfarminc.com

Cooled Semen 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”).

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

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

| STALLION INFORMATION (the “Stallion”) | | |
|---------------------------------------|--------------------|---|
| Stallion’s Name: | Flamenco YM | Breed/Registration Number: PRE / 724015100286395(2010) |

2. **FEES AND ADMINISTRATION:** (a) Hilltop agrees to provide to the Breeder one dose of cooled semen from the Stallion (the “Semen”) for \$ 600, 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 2021 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 February 15, 2021 to August 30, 2021.

(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”) .

(b) 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.

3. **COLLECTION AND SHIPPING OF SEMEN.** (a) Collection and shipment of semen for Hilltop stallions is performed by Select Breeders Service, Inc. (“SBS”) or Rood & Riddle Wellington.

(b) Hilltop requires that the Breeder provide valid credit card information 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.

(c) Semen is shipped in specialized containers which shall at all times remain the property of Hilltop, SBS, or Rood & Riddle Wellington. The shipping container must be returned 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.

(d) Semen is typically available Monday through Friday (*no collections on weekend*). The Stallion's proposed competition and travel schedule during the breeding season will be available in February to allow the Breeder to plan for dates that the Stallion may be unavailable for collection. At rare times a stallion is given a "day off" from the breeding shed in order to insure optimal quality semen. Please keep Hilltop notified as the Mare enters her breeding cycle. Whenever possible semen is shipped overnight via Federal Express.

(e) Requests for semen must be made by 9PM Eastern Time of the day preceding collection and shipment or pick-up. 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: | YES or NO |
| Phone: | (phone) | (email) | |
| Preferred Airport for Shipping if Same-Day Shipment Needed: | | | |

4. **NUMBER 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 by a licensed veterinarian 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: | |
| WILL THIS BE AN EMBRYO TRANSFER BREEDING? Yes or No (circle one) | | | |
| Age: | Breed: | Registration #: | |
| A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED. | | | |
| Registries Mare is Approved with: | | Preferred Registry for Foal: | |
| Mare's Breeding Status: | | Planned Month of Breeding: | |
| Has your mare been tested for Warmblood Fragile Foal Syndrome (WFFS)? Yes or No (circle one) Results: _____ | | | |

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.

Executed as of the date first set out above:

Hilltop Farm, Inc.

The Breeder

By: _____
Its duly authorized agent

By: _____



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**Hilltop Farm, Inc.
Credit Card Authorization Form**

The undersigned card holder hereby authorizes Hilltop Farm, Inc. and/or Select Breeders Service, Inc. to charge the credit card below for distribution charges in connection with the shipment of equine semen, loss of or damage to equine semen shipping containers, or any amounts due to Hilltop Farm, Inc. which are outstanding at least 60 days past the date of invoice, and for any other amounts due to Hilltop Farm, Inc. that I request be directly charged to my card.

This authorization shall last until the completion, expiration or cancellation of any contract into which I have entered with Hilltop Farm, Inc.:

Please print clearly!

Visa, American Express or MasterCard Number: _____

Expiration Date: _____

Verification ID # (3 digits on back of credit card): _____

Name of Card Holder as it appears on card: _____

Billing address for card: _____

Card Holder Signature: _____

Please initial below if applicable:

_____ I am enclosing payment for my Breeding Fee by check.

OR

_____ Charge my Breeding Fee to my credit card at this time.