



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:	<b>Branley Ash Nautilus</b>	Breed/Registration Number:	<b>Weser-Ems / DE 435350351918</b>

2. FEES: (a) Hilltop agrees to transfer to the Breeder \_\_\_\_\_ doses of frozen semen from the Stallion ( the "Semen") for \$ 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") or WellGrove Equine for continued storage of the Semen. Failure to open a storage account or to move the Semen from SBS or WellGrove Equine 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 or WellGrove Equine for securing the semen shipping, container deposit, and for any storage fees prior to the shipment of semen. These fees are payable to SBS or WellGrove Equine 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, SBS, or WellGrove Equine. The shipping container must be returned to SBS or WellGrove Equine 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:	<b>YES or NO</b>
Phone:	(phone)	(email)	

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(s) indicating that a mare has been bred with the Semen, Hilltop will issue the appropriate Breeding Certificate. No Breeding Certificate will be issued unless a Mare Passport has been signed and submitted by the person completing the insemination and pregnancy checks.

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. 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. The Breeder must notify Hilltop of any additional embryos at time of implantation or freezing.

(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. 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:  
\_\_\_\_\_.