

2007 FIRST CYTE SEMEN PURCHASE, COLLECTION AND SHIPPING AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2007, by and between Donna M. Hentges, Greymoor Farm Arabians, hereinafter designated "Stallion Owner" and _____, "Mare Owner", (address and telephone number) _____

WHEREAS:

1. The Arabian Stallion FIRST CYTE+ is standing at stud at Greymoor Farm Arabians in Elko, MN;
2. Donna M. Hentges (Greymoor Farm Arabians) is the recorded owner of the stallion;
3. Mare Owner is either the owner or the lessee of the following mare, and:

Name of Mare

Registration Number

4. Mare owner desires to purchase a breeding to FIRST CYTE+ using shipped, cooled semen for the purpose of producing a live foal;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. The semen purchase price is \$2,500.00 and includes a non-refundable booking fee of \$500.00. This contract must be signed and the balance of the semen purchase price of \$2,000.00 **must be paid** before semen is shipped.
2. The Mare Owner shall notify Greymoor Farm 24 hours prior to shipment of semen. FIRST CYTE+ is collected in the afternoon on Monday, Wednesday and Friday of each week. Semen is shipped FedEx Overnight, for next day arrival and is shipped in order of notice received.
3. The availability of fresh cooled semen from the stallion shall be determined by Stallion Owner at her sole discretion.
4. Collection and shipping fees are to be paid by the Mare Owner and are in addition to the semen purchase price. These fees are as follows:

Handling and First Shipment-----\$350.00 plus \$100.00 shipping

Handling and Additional Shipments-----\$150.00 each plus \$100.00 shipping

There is no Equitainer deposit required, but there is a late fee of \$25.00 per day past five days.

5. The term of this contract is one breeding season. Mare Owner agrees to give Stallion Owner ample opportunity to settle mare. If mare does not settle in the first breeding season, this contract will be extended for one subsequent season. There will be a \$500.00 rebreeding charge for the second season, with all provisions/charges of this Agreement pertaining to that second season. The re-handling fee must be paid in full before semen is shipped. If a mare fails to settle after two seasons, for any reason, Mare Owner will hold Stallion Owner blameless.
6. This contract contains a Live Foal Guarantee. A live foal is described as a newborn foal that stands and nurses without assistance, and survives the first 72 hours. If foal dies within the 72 hours, or is born dead, and a veterinarian's statement is received confirming death, the mare may be re-bred the following season with no additional semen purchase fee, subject to the provisions/charges of this Agreement.
7. The semen purchase fee under this contract is fully earned after two breeding seasons. If the stallion should die, or become unfit for service prior to settling this mare during the contract term, the semen fee (less the non-refundable booking fee of \$500.00) minus any expenses owed will be refunded to the Mare Owner. If the mare dies or becomes unfit to breed, the Stallion Owner will accept a replacement mare for the balance of the term of this contract.

8. This contract is non-assignable and non-transferable.
9. All disputes arising out of this Agreement shall be governed by binding arbitration, to be conducted in the State of Minnesota. All parties to the dispute shall mutually agree upon the arbitrator, and all costs associated with the arbitration shall be equally divided among the parties to the dispute.
10. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract.

When Mare Owner and Stallion Owner have signed this contract, it will be binding on both parties, subject to the above terms and conditions.

DONNA M. HENTGES (STALLION OWNER)
or **LINDSEY CORNELIUS (FARM MANAGER)**

MARE OWNER

Signature

Signature

Date

Date

GREYMOOR FARM ARABIANS, 5779 230th Street East, Elko, MN 55020 ♦ 952-461-3311 ♦ greymoor@visi.com