



DEGRAFF STABLES, INC.

2012 Shipped Cooled Transported Semen Or Haul-In Insemination Contract



This agreement ("**Agreement**") is entered into this [] day of [], 20[], by and between DeGraff Stables, Inc. (hereinafter referred to as "**DGS**" or "**Farm**") and the owner ("**Mare Owner**") of that certain registered mare having the registered name of [] ("**Mare**"). Mare Owner acknowledges that they have fully executed a Breeding Contract and are subject to all terms and conditions of the Breeding Contract to [] ("**Stallion**"). DGS and Mare Owner may sometimes be referred to herein individually as "**Party**" and collectively as the "**Parties**". Now, therefore, in consideration of the foregoing promises, covenants and other valuable consideration contained herein, the Parties agree as follows:

1. **2012 Breeding Stallion.** Mare Owner represents and warrants that Mare Owner has a right to receive semen ("**Semen**") from the above mentioned certain registered stallion pursuant to that certain 2012 Stallion Breeding Contract or Rebreed Option ("**Breeding Contract**") with the owner of the Stallion ("**Stallion Owner**"). As of the date Mare Owner requests any shipments of Semen pursuant to the terms of this Agreement, Mare Owner represents and warrants that all fees due to DGS and fees due to Stallion Owner have been paid in full.
2. **Service and Fees.** DGS agrees to collect, process, cool, freeze, test, ship, and/or perform haul-in insemination on-farm; each as applicable, Semen to/for Mare Owner in accordance with the terms and conditions of this Agreement. In exchange for providing such services, Mare Owner shall pay DGS those fees charged for such services in accordance with DGS's fee schedules, all applicable taxes imposed by local, state or federal government authorities, and those other costs and expenses incurred by DGS for care of the Mare (collectively "**Fees**"). DGS reserves right to adjust fee schedules at any time without notice.
3. **Sales Tax, Credit Card Fees and Shipping Costs.** In accordance with Kentucky law, a six percent (6%) sales tax will be assessed on the breeding and shipped semen fees for all in-state mares. If Mare Owner pays DGS by credit card, Mare Owner shall pay DGS a 3% convenience fee. Mare Owner agrees to pay DGS the following costs for the collection/preparation of the Semen for a Haul-In Insemination On-Farm, or, for shipment to a location in the United States of America: (i) If the Semen is picked up at DGS: \$175, (ii) If the Semen is shipped by standard overnight delivery: \$250, Saturday Delivery: Additional \$25, (iii) If the Semen is shipped by same day delivery and includes courier: \$350, (iv) If the Mare is inseminated via haul-in on-farm breeding: \$215, (v) if a Rebreed, a 1-Time \$250 Fee applies in addition to shipping/insemination cost. Mare Owner acknowledges that Mare Owner will be responsible for and agrees to pay DGS the above shipping/insemination charges if Mare Owner cancels its Semen request after DGS already collected/processed requested Semen.
4. **Equitainers.** Each Equitainer shipped to or picked up by Mare Owner must be immediately returned to DGS. Should Mare Owner fail to return an Equitainer to DGS within three (3) days after the delivery or pickup date, DGS may assess Mare Owner a \$25/day rental charge for each such Equitainer. Mare Owner shall be solely responsible for the cost of returning the Equitainer to DGS. Mare Owner shall tender to DGS (either by check, money order or credit card authorization) a Three Hundred Dollar (\$300) refundable deposit ("**Refundable Deposit**"). DGS will not cash the check nor charge the credit card unless DGS fails to receive the Equitainer within fifteen days (15) after the shipment or pickup date. Mare Owner may supply its own Equitainer, if so supplied, Mare Owner must deliver the Equitainer to DGS at least forty-eight (48) hours prior to the requested shipment or pickup date and shall boldly and clearly mark each Equitainer and all parts therein with Mare Owner's name and address. In this case a refundable deposit is not required. DGS may refuse to ship Semen in an Equitainer supplied by Mare Owner if it determines, in its sole discretion, that such container will not reasonably lead to a successful breeding. If DGS determines, in its sole discretion, to ship the Semen in a disposable container, Mare Owner shall pay DGS a non-returnable thirty-eight dollar (\$35) container fee.
5. **All Shipments.** Mare Owner shall make a request for a shipment of Semen at least twenty-four (24) hours in advance of the requested collection date. After giving priority to mares ordering first in a cycle, best efforts will be made to produce semen requests which will be filled in the order in which they are received. DGS does not guarantee that Mare Owner's Semen request will be filled by the requested date. DGS does not guarantee that Semen orders for same day delivery under **Section 3** that are received by DGS on the date requested will be shipped on the date requested. Best efforts will be made to provide one dose of Semen, two if possible, on an as required basis.
 - (i) Collection dates are Monday, Wednesday, Friday and Saturday for DGS Vestastic, Frosty The Goodbar, HBF Iron Man, Hes A Cool Hotrod, Hot Lopin Sensation, Invite The Artist and MDR Impulsive.
 - (ii) Collection dates are Monday through Saturday; No Sundays, for DGS IndyGo and Indian Artifacts. VETERINARIAN'S PLEASE BE ADVISED TO TIME MARE'S INSEMINATION/OVULATION WITH RECEIPT OF SEMEN for DGS IndyGo and Indian Artifacts.
 - (iii) Canadian and Embryo Transfer breeding Customers; please contact within 48 hours if an off schedule collection date is to be requested.
6. **Canadian Shipments.** In addition to the shipment costs set forth in **Section 3** above, Mare Owner agrees that it must pay additional costs and expenses if Mare Owner requests Semen be shipped to Canada ("**Canadian Mare Owner**"). Before DGS may ship Semen to Canada, a Canadian Mare Owner must first apply and obtain an Import Permit for the Stallion. The Import Permit costs approximately \$60 for multiple entry (valid for one year) or \$35 for a single entry and it may take 3-5 days or longer to process the request. Each shipment to Canada must be accompanied by an Original United States Health Certificate, signed and stamped with the date of collection, and DGS must have a copy of Canadian Mare Owner's Import Permit to complete the documentation. Once the shipment is received in Canada, these documents must be presented to Canadian customs for inspection. Canadian Mare Owner acknowledges that many locations in Canada do not offer customs service on weekends. Canadian Mare Owner agrees to pay DGS the following charges and expenses: U.S. USDA Health Certification and Canadian Documentation fee \$110, Fed-Ex additional fee \$75.00 and Disposable Container is \$35.00. All Semen requests by Canadian Mare Owners must be made forty-eight (48) hours in advance of requested collection date.
7. **Address of Record.** Unless otherwise requested in writing, DGS shall ship Semen to the address of record which has been provided in writing by Mare Owner prior to any shipment. Mare Owner warrants that the address for shipment is a suitable facility for artificial insemination of the Mare. DGS may refuse to make repeated shipment to the address provided by Mare Owner if DGS determines, in its sole discretion, that it will not reasonably lead to a successful breeding.
8. **Insemination.** Mare Owner represents and warrants that Mare named on contract will be the only mare to be inseminated by the Semen.
9. **Transportation of Semen.** If Semen is shipped to Mare Owner, delivery of the Semen is F.O.B. shipping point and title and risk of loss of the Semen pass to Mare Owner at the F.O.B. shipping point and all claims for loss or damage in transit or for non-delivery shall be made by Mare Owner against the carrier. All shipment, insurance or similar charges shall be borne by Mare Owner. DGS will make every attempt to ship Semen to Mare Owner in good condition; however, once Semen is delivered to the F.O.B. shipping point, delivery is out of DGS's control DGS does not guarantee or warrant that Semen will be in good condition upon arrival. NOTWITHSTANDING THE ABOVE, DGS SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTIES WHATSOEVER, WHETHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RESULTING FROM DGS'S FAILURE TO DELIVER OR DELAY IN DELIVERY FOR ANY REASON.
10. **Certificate and Parentage Verification.** Executed Breeding Contract Terms Apply
11. **Payment.** Executed Breeding Contract Terms Apply
12. **Waiver of Liability.** EXECUTED BREEDING CONTRACT TERMS APPLY
13. **Release and Indemnification.** Executed Breeding Contract Terms Apply
14. **Risk of Loss.** Executed Breeding Contract Terms Apply
15. **Inherent Risks and Assumption of Risk.** Executed Breeding Contract Terms Apply
16. **Termination.** Executed Breeding Contract Terms Apply
17. **Miscellaneous.** Executed Breeding Contract Terms Apply
18. **Authority.** Executed Breeding Contract Terms Apply



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Select 2012 Breeding Stallion – Place a “Check” in the appropriate box:	
STALLION NAME & REGISTRATION NUMBER	STALLION NAME & REGISTRATION NUMBER
DGS IndyGo – AQHA #4695552	Hot Lopin Sensation – APHA #807,540
DGS Vestastic – AQHA #5172852	Indian Artifacts – AQHA #3690101, AWR #40610400295, AWS #2001474
Frosty The Goodbar – AQHA #3762838, ARHA #4115R	Invite The Artist – APHA #938,647
HBF Iron Man – AQHA #4678321, APHA #336,963, PtHA #111,862	MDR Impulsive – AQHA #3980655, APHA #555,309
Hes A Cool Hotrod – AQHA #4601850, APHA #818,404	Other:

MARE REGISTRATION & OWNER/LESSEE ASSOCIATION IDENTIFICATION:

Mare Name:			
Association Registr. ID# of Mare:	<input type="checkbox"/> AQHA <input type="checkbox"/> APHA <input type="checkbox"/> ApHC	2 nd Assoc. ID#	<input type="checkbox"/> AQHA <input type="checkbox"/> APHA <input type="checkbox"/> ApHC
Mare Owner or Lessee:			
Association ID# of Mare Owner:	<input type="checkbox"/> AQHA <input type="checkbox"/> APHA <input type="checkbox"/> ApHC	/ 2 nd Assoc. ID#	<input type="checkbox"/> AQHA <input type="checkbox"/> APHA <input type="checkbox"/> ApHC
IMPORTANT! Embryo Transfer:	<input type="checkbox"/> NO <input type="checkbox"/> YES ~ Quantity Embryos Desired: _____ ~ Will Mare Also Carry Foal? <input type="checkbox"/> YES <input type="checkbox"/> NO		

Note: Please be sure to send a copy of Mare’s current registration papers with this form.

FOR COOLED SEMEN – SHIPPING & CONTACT INFORMATION; ADDRESS OF RECORD:

Contact Person (Required Information):			
Office/Home Phone:			Cell Phone:
Email Shipping Confirmation Info:			Fax #:
Address for Delivery of Shipped Semen:		Saturday Delivery Address (If Different):	
Facility Name:		Facility Name:	
Address:		Address:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Is This a Residential Address? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is This a Residential Address? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated Date for First Shipment:		**Do you want a signature release for shipments? <input type="checkbox"/> Yes <input type="checkbox"/> No (** A "YES" Will allow Fed-Ex to deliver without a signer)	
Closest Major Airport:		Airport 2 nd Choice:	

CREDIT CARD INFORMATION & AUTHORIZATION FOR BREEDING FEES &/OR SHIPPING FEES:

EXACT Name on Card:			
Card Billing Address (Unless Same as Owner):			
City, State & Zip:			
VISA, MC, AMEX, DISCOVER #:	Exp Date:	3 Digit #:	

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year set forth first above:			
_____		_____	
Signature of Mare Owner or Authorized Agent		DGS Authorized Agent	
_____		_____	
Print Name	Date	Date	