

Addendum "A" - Terms & Conditions for Shipped Cooled Semen

This agreement, Addendum "A" is part of the 2012 Breeding Contract, and is entered into on the date recorded below by Anne Flessner, known as "Agent for Stallion Owner" and hereinafter referred to as "Farm", and the "Mare Owner/Lessor" whose name or signature appears below and hereinafter referred to as "Mare Owner". It is now therefore agreed between the parties as follows:

All parties agree that they have executed a breeding contract to breed the Mare named below to RSVP Required, AQHA# 4260193. In addition to the rights and duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute this Transported Cooled Semen Agreement for the breeding season mentioned below.

Farm shall ship semen collected from RSVP Required in an appropriate chilled semen container by an overnight courier, such as Federal Express, Airborne, UPS, etc. to the address of record provided in writing by the Mare Owner on the day when the semen is collected. If semen is needed the same day via an airline, if available, Mare Owner will be responsible for the additional fees incurred to counter to counter ship the semen. Stallion Owner/Farm further certify that the semen, when collected, will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.

The Mare Owner certifies that Farm is obligated to transport cooled semen to the address of record which has been provided in writing (below) by the Mare Owner prior to any shipment. If the Mare Owner requests more than one shipment, the semen will be shipped to the last known address of record provided by the Mare Owner to the Farm unless otherwise specified in writing and confirmed by the Farm.

All parties agree that prior to first shipment of semen, all breeding fees must be paid in full. Every semen shipment shall be at the cost of \$275.00 for FedEx Overnight Service or Customer Pick Up and an additional \$125.00 (total \$400.00) for Counter to Counter Service.

It is the Farm's state preference that all shipments be made to and inseminations performed at established breeding farms. The Mare Owner certifies that the address of record for shipment is a suitable facility for the artificial insemination of the Mare contracted to be bred. It is imperative that Mare Owner's veterinarian be aware of Mare's current breeding status and that she is, in fact, ready to breed. In addition, the Farm may refuse to make repeated shipments of cooled semen if the shipments as deemed by the Stallion Owner/Farm will not reasonably lead to the successful insemination of the Mare as contracted. Further, the Mare Owner certifies that only the Mare who is the subject of the breeding contract shall be inseminated by the shipped cooled semen of RSVP Required. NOTE: If semen is used on a Mare other than stated in the contract, Mare Owner shall owe a second (or more) full stud fee(s) less applicable multiple mare discount to Stallion Owner.

Best efforts will be made to provide shipped cooled semen on an as required basis according to Farm's Collection/Shipment days. However a contract for cooled semen does not guarantee that semen will be available on the day you submit your request. Cooled semen booking will be, by necessity, of limited availability if the stallion's book fills with mares to be bred on the premises of Farm. Mares to be bred to RSVP Required in residence at Farm will be given priority for semen.

All requests for semen must be made 24 hours in advance of Collection/Shipping date. Semen requests are filled in the order in which they were received. However, mares ordering semen first in a cycle will be given preference over mares ordering a second or third time in a cycle. Shipped semen may only be requested to ship on regularly scheduled breeding days at Farm. Monday/Wednesday/Friday are collection/shipping breeding days. Orders for CTC received after 9:00am EST may not be able to meet airline schedules. **Mare Owner is responsible for shipping charges for Cancellations received on Collection/Shipping days if already processed.** We will make every attempt to get cooled semen to your mare in good condition, however, we make no guarantee or warranties that the semen will be in good condition upon arrival.

The Mare Owner agrees to comply with all AQHA, or other breed association requirements concerning the use and handling of Transported Cooled Semen. The Mare Owner shall properly send the appropriate copies of the collection/insemination certificate to their breed association and to the Stallion Owner at the address appearing below. The parties further agree to strictly abide by Rule 209 as contained in the AQHA Official Handbook or as modified and amended from time to time by the AQHA.

All of the parties to the agreement agree that the obligations of performance by the Stallion Owner/Farm shall be met when the chilled semen shipment is accepted at the address of record as provided by Mare Owner. Acceptance shall be defined as the contract expedited parcel delivery carrier actually delivering the shipment container to the address of record and receiving a signature from a representative of the address of record on the shipment documents maintained during the ordinary course of business by the contract expedited parcel delivery carrier. All parties to this agreement agree that the risk of loss transfers to the Mare Owner upon acceptance of delivery.

Stallion Owner and Mare Owner to execute a "Transported Semen Breeders Certificate" and shall comply with any parentage verification as required by AQHA or other breed associations. Fees for parent verification are the Mare Owner's expense.

This agreement is limited to breeding season 2012 - Provide Address of Record (Location for Delivery of Shipped Semen)

Mare Name:		Breed & Reg. No.:	
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Address for Delivery of Shipped Semen:		Saturday Delivery Address (If Different)	
Facility:		Facility:	
Address:		Address:	
Address:		Address:	
City, St, Zip:		City, St, Zip:	

Is This a Residential Address? Circle One: Yes or No

Do You Want a "Signature Release" on the Package? (Fed-Ex will deliver without a signer) Circle One: Yes or No

Contact:		PH:		Fax:		Cell:	
Contact Alt:		PH:		Fax:		Cell:	

Closest Airport		Airport - 2nd Choice	
Agent Signature & Date:		Mare Owner Signature & Date:	

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