



2016 FROZEN SEMEN SALES AGREEMENT FOR ROCAZINO

This Agreement is made this _____ day of _____, 20____ by and between *Equito Dressage LLC*, hereinafter referred to as 'SELLER' and,

NAME ('BUYER'): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

Check for applicable contract

____ Single Dose Agreement. Frozen ____ Fresh ____ (only available a part of the season)

____ Life Foal Guarantee. Frozen ____ Fresh ____ (only available a part of the season)

____ Agreement won in Stallion Service Auction. Specify which auction:

Seller agrees to provide the Buyer with Frozen Semen from the GOV stallion **ROCAZINO** in exchange for \$600.00 for per dose, or alternatively Buyer may purchase a Live Foal Guarantee Contract for \$1500 as specified above.

Buyer is responsible for all shipping fees, and must arrange shipping payment directly with the collection and or storage facility regardless of agreement type. Any payment for semen must be made payable to Equito Dressage LLC.

If the breeding was won in a Stallion Service Auction and buyer is responsible only for handling, collection and shipping fees.

MARE INFORMATION:

Registered name of mare: _____ Age: _____

Breed: _____ Registry: _____

Registration #: _____ Color: _____

Sire: _____ Dam: _____

Dam Sire: _____ Frozen semen ____ Cooled Fresh ____

Please include a copy of Mare's registration papers when returning the signed contact.



TERMS AND CONDITIONS:

1. Frozen and Fresh cooled semen sperm count, motility, collection and packaging procedures meet and/or exceed industry standards.
2. Seller makes no guarantees or warranties, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Agreement.
3. Seller shall provide Frozen or Fresh Cooled semen from the stallion identified in this contract, and provides no other guarantees of the condition of the semen once the semen has left the semen storage/shipping facility.
4. All sales are subject to availability and are final upon acceptance of this Agreement. All fees are payable upon execution of this Agreement. Buyer specifically agrees and understands that no semen will be shipped until all fees have been paid.
5. Seller reserves the right to require a Mare that has not settled within three heat cycles to have a full breeding soundness exam performed to determine breeding soundness. Seller also reserves the right to discontinue service to any mare upon detection of mare carrying infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the buyer is obligated to substitute another more suitable mare to fulfill the terms of this agreement.
6. _____ Initial here if purchasing LFG Contract. The LIVE FOAL guarantee warranted in this agreement is fulfilled if a foal is born alive, and is alive and mobile within twenty four hours of foaling. After this timeframe the warranty is expired. Any external causes for trauma or death in the foal, such as, but not limited to trauma, infectious disease, bacterial/fungal infections, etc is not covered by the live foal warrantee even if they occur within the twenty four hour timeframe.
7. Buyer is responsible for compliance with registry requirements for the use of Fresh Cooled or Frozen Semen and payment of any fees for the subsequent registration of foals conceived.
8. Documents and forms for the registries can be found on their websites, Oldenburg N.A. registration information can be found on <http://oldenburghorse.net> , <https://hanoverian.org> , <http://www.isroldenburg.org> , <http://www.usrhineland.org> or <http://americanwarmblood.com>
9. The Buyer shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to indemnify and hold Seller or any person employed or associated with Equito Dressage LLC harmless for any and all damages associated therewith.
10. Buyer is responsible for keeping the Stallion Owner/Agent informed on approaching ovulation in order to make sure there is enough time to collect and ship Fresh Cooled semen without missing the ovulation! Buyer should make arrangements for Frozen Semen in a timely manner as not to miss the cycle.
11. Buyer is responsible for all shipping, tank rental and handling fees associated with delivery of the Fresh Cooled or Frozen semen from the Collection or Storage Facility.

Equito Dressage LLC

10 Miles River Road - South Hamilton, MA 01982

4985 Niagara Carthage Road - Southern Pines, NC 28387

equitodressage@gmail.com - equitodressage.com - (508) 932-7744



During the Spring N.C. State Health Center collects and ships Fresh Cooled Semen, and during the Summer TNT Equine collects and ships Semen. N.C. State have Frozen semen stored.

Contact information for N.C. State Health Center:
NC State Equine Health Center, 6045 US Highway 1 North, Southern Pines, NC 28387
Phone: (910)693-8773

Contact information for TNT Equine:
143 Randall Road, North Berwick, ME 03906
Phone: (207) 957-4000

Please contact them for current shipping fees, protocol and requirements
Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

12. Seller shall not be responsible for lost semen shipments or delays in delivery not within the control of the Seller such as missed flights, weather delays, failure of third party service, or acts of God.
13. There will be no refunds on Frozen or Fresh Cooled semen shipped to Buyer, and not used to inseminate mare. Semen may not be returned to the storage facility!
14. Seller strongly urges Buyer to present the foal for inspection.
15. All fees must be paid in full two days prior to the shipment of semen.

This Agreement shall be interpreted in accordance with the laws in the State of North Carolina. The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Buyer Signature: _____

Date:

Printed name: _____

Seller Signature: _____

Date:

Printed name: Fie Studnitz Andersen for Equito Dressage LLC