



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”).

BREEDER INFORMATION		
Breeder’s Name:		
Address:		
Phone:	(home)	(cell)
	(work)	(fax)
Email:		

1. The Breeder wishes to purchase semen from the following stallion (the “Stallion)

STALLION INFORMATION			
Stallion’s Name:	Negro	Breed/Registration Number:	KWPN / 95.2451
Frozen Semen Per Dose Fee:	\$2000 / dose	Available Discounts: <i>check if applicable</i>	<input type="radio"/> 10% Return Breeder

3. FEES: (a) Purchase Price, Transfer of Title to Semen. (a) Hilltop agrees to transfer to the Breeder _____ doses of frozen semen from the Stallion (the “Semen”) for \$_____ 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”).

(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 for the account of the Breeder and are over and above the Purchase Price.

(c) Within 14 days of the Purchase Date, Breeder must either open an account with Select Breeders Service, Inc. for continued storage of the Semen, or arrange for the shipment of the Semen to alternate storage facilities. Failure to open a storage account or to move the Semen from Select Breeders 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.

(d) Distribution Fees. Shipment of semen for Hilltop stallions is performed by Select Breeders Service, Inc. (“SBS”). The transfer of Semen and shipping expenses (which together comprise the Distribution Fees (“Distribution Fees”) are set out in Hilltop’s Schedule of Breeding Fees and are payable to SBS. The Distribution Fees will be charged to the Mare Owner’s credit card prior to the semen shipment.

(e) Container Security. Semen is shipped in specialized containers which shall at all times remain the property of Hilltop or SBS. The shipping container must be returned to SBS 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.

(d) Credit Card Required. Hilltop requires that the Breeder provide valid credit card information for securing the semen shipping container deposit and for the billing of Distribution Fees prior to each shipment of semen. Other fees may be charged directly to the credit card at the Breeder's request. The Breeder's signature on the Credit Card Authorization Form that follows this contract is authorization for Hilltop and/or SBS to charge the credit card for Distribution Fees and to charge the credit card for loss of or damage to the shipping container, as well as for the amount of any returned check plus relevant bank fees.

SHIPMENT DESTINATION INFORMATION			
Attention:			
Address:			
Special Delivery Instructions:		Waive Signature: <i>(circle one)</i>	YES or NO
Phone:	(home)	(cell)	
	(work)	(email)	

4. **NUMBER OF BREEDINGS:** Each breeding dose is intended to allow for the production of one foal. If multiple pregnancies are produced from one dose of Semen the breeder will owe an additional breeding fee in the amount of 80% of the paid per dose fee to receive a Breeding Certificate for any additional foals resulting from that one dose of semen. Used straws must be returned to Hilltop Farm to verify their use. Upon submission to Hilltop of the used straws and a properly executed Mare Passport(s) signed by a licensed veterinarian indicating that a mare has been bred with the Semen, Hilltop will issue the appropriate Breeding Certificate for each breeding. No Breeding Certificate will be issued unless the Lot Number from the semen doses administered is clearly indicated and certified by the breeding veterinarian and that the used straws are returned to Hilltop Farm.

5. **LIMITATION OF WARRANTIES:** Hilltop warrants that the Semen has been processed and tested and is of marketable quality at the time of sale, with at least 30% post thaw motility and 200 million progressively motile sperm per insemination dose. The Stallion was tested for EVA and CEM prior to the freezing of the Semen. Proper thawing and usage instructions will be sent with each shipment. Breeder specifically waives any other warranties, either express or implied by law. There is no live foal guarantee with regard to mares bred with the Semen. Breeder assumes all risk and costs of breeding mares with the Semen, and with regard to the outcomes of any such breeding.

6. **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.

Executed as of the date first set out above:

Hilltop Farm, Inc.

The Breeder

By: _____
Its duly authorized agent

By: _____



1089 Nesbitt Road Colora, MD 21917

410-658-9898 410-658-9228 fax
info@hilltopfarminc.com www.hilltopfarminc.com

**Hilltop Farm, Inc.
Credit Card Authorization Form**

The undersigned card holder hereby authorizes Hilltop Farm, Inc. and/or Select Breeders Service, Inc. to charge the credit card below for distribution charges in connection with the shipment of equine semen, loss of or damage to equine semen shipping containers, or any amounts due to Hilltop Farm, Inc. which are outstanding at least 60 days past the date of invoice, and for any other amounts due to Hilltop Farm, Inc. that I request be directly charged to my card.

This authorization shall last until the completion, expiration or cancellation of any contract into which I have entered with Hilltop Farm, Inc.:

Please print clearly!

Visa, American Express or MasterCard Number: _____

Expiration Date: _____

Verification ID # (3 digits on back of credit card): _____

Name of Card Holder as it appears on card: _____

Billing address for card: _____

Card Holder Signature: _____

Please initial below if applicable:

_____ I am enclosing payment for my Breeding Fee by check.

OR

_____ Charge my Booking & Service Fees to my credit card at this time.

OR

_____ Charge to my credit card the Booking Fee now and the remaining Service Fee prior to the first shipment of semen.