

PerformanceSires.com
Premium Imported Semen
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STALLION SERVICE CONTRACT FOR FROZEN SEMEN

This contract is made this _____ day/month of 2005 by and between
PerformanceSires.com, a division of **The Equine Repro Center of Palm Beach
LLC** and,

Name: _____ (“Buyer”)
Address: _____
City : _____
State: _____ ZIP: _____
Phone: _____ Fax: _____
Email: _____

1. **PerformanceSires.com** agrees to provide Buyer with _____ doses of Frozen Semen from the stallion _____ in exchange for a fee of \$ _____ per insemination dose, payable to **PerformanceSires.com**.
2. Buyer agrees to pay \$350 for shipping, container insurance, prepaid return and handling, payable to **PerformanceSires.com**, plus a \$10 **PayPal** fee if applicable.
3. All fees are payable upon execution of this contract. Buyer specifically agrees and understands that no semen will be shipped until all fees have been paid.
4. Buyer agrees that the Vapor Shipper will be returned within 4 days of its arrival. Failure to do so WILL result in additional charges. **PerformanceSires.com** assumes responsibility ONLY TO DELIVER SEMEN IN VIABLE CONDITION at the time of delivery. The semen MUST be administered by a licensed Veterinarian familiar with the concept and practical use of frozen equine semen. Attempts to use Frozen Equine Semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, chances of conception. **PerformanceSires.com** will provide detailed thawing and usage instructions for the Veterinarian. A “dose” of Frozen Semen is defined as a single insemination unit which includes a minimum of 700-800 million total sperm, which; upon PROPER thawing show at least a 30% post thaw motility. Insemination certificates will be provided to the Veterinarian. Buyer agrees to hold harmless **PerformanceSires.com** and/or any semen distribution agents for **Performancesires.com** for any Injury or illness to mares associated in any way with the insemination of Frozen Semen provided by **PerformanceSires.com**. Buyer specifically understands that PerformanceSires.com makes no guarantees or warranty as to the fertilizing capacity of any semen provided under the terms of this contract, either expressed or implied, however, known conception rates will be relayed to Buyer, and are given in good faith. ALL STALLIONS REPRESENTED BY PerformanceSires.com IN THE FROZEN SEMEN PROGRAM HAVE BEEN TESTED NEGATIVE FOR EVA AND EIA, CEM, DOURINE AND GLANDERS. Mare Owner is responsible for

ascertaining their mare's Registry's requirements for the use of Frozen Semen and subsequent registration of foals conceived thusly. I AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS CONTRACT:

Accepted for PerformanceSires.com: _____

Date: _____

Buyer: Signed: _____ **Date:** _____

Conditions:

This contract covers each purchase of a Frozen Semen breeding of 1 breeding dose of Frozen Semen for a stallion. Each dose will contain the correct amount of straws required for a breeding dose. This amount is determined in Germany after each collection. The number of straws required is provided to you when your Frozen Semen is shipped to you.

The Buyer should insure that the semen is still available or give at least 1 months notice of the stallion that they would like to purchase, so that the Frozen Semen can be reserved as doses are limited and the stallions are extremely popular.

The Frozen Semen will be shipped in a Liquid Nitrogen "Vapor Shipper" at the Buyers shipping expense. The shipment should be planned at a minimum of 2 weeks prior to when you plan to breed your mare, so that a Vapor Shipper can be made available and charged with liquid nitrogen. The Frozen Semen is available to be shipped as soon as you have decided on a stallion, purchased the Frozen Semen and a Vapor Shipper is available.

PerformanceSires.com will store the semen for you at no charge until June 1, 2007. The earlier you request the shipment of the Frozen Semen, the less chance there will be a problem making a Vapor Shipper available. Customers may provide their own Vapor Shipper. Long term storage is available if your vet does not have semen storage.

No Frozen Semen will be shipped until all fees are paid. If you would like to use or Paypal (which accepts credit cards) there is a \$10 fee/dose service fee to cover our credit card expenses.

You will need to arrange for liquid nitrogen storage for your semen when it arrives. If you do not have a Liquid Nitrogen Storage Tank of your own, your vet will have one or know of one. You should ask if they will charge you for storage of the Frozen Semen prior to insemination. You must transfer the Frozen Semen immediately from the Vapor Shipper into a Liquid Nitrogen Storage Tank and return the Vapor Shipper back to **PerformanceSires.com** per the instructions provided with the Vapor Shipper. We need the Vapor Shipper returned promptly. \$25/day will be charged for Dry Shippers that have not arrived at **PerformanceSires.com** within 4 days of shipping. Failure to transfer the Frozen Semen within 24 hours of receipt will void this contract and may jeopardize the integrity and quality of the Semen. **PerformanceSires.com** is not responsible for the Frozen Semen once it has been shipped. Insurance is required on each shipment for the container with Federal Express (included in the shipping and handling charge). Once the Frozen Semen arrives, it should be checked promptly. The tank should be frosty when opening the lid. Do not remove Semen until ready to transfer straws to a wet tank. A report of damaged shipment must be filed by the Buyer within 24 hours or insurance is not valid. It is the responsibility of the Buyer to file this report.

PerformanceSires.com will notify the person receiving the semen to insure a Liquid Nitrogen storage facility is available and ready for the Frozen Semen and that someone will be there to transfer the frozen semen when it arrives. The shipment is sealed with a plastic tie wrap. The Buyer should insure that this tie wrap has not been broken or cut and that the Vapor Shipper is frosty when first opened to transfer the Frozen Semen. The Frozen Semen should not be held out of the tank for more than 8 seconds or the Semen could be damaged. If the shipment did not arrive sealed and cold, notify us immediately. **PerformanceSires.com** is not responsible for Frozen Semen that is mishandled.

You will receive 1 breeding dose for each dose purchased. Your order is shipped in 1 shipment. This frozen semen is yours to use as you like. If you get your mare pregnant with fewer straws, you may use the additional straws on another mare. You can sell or share it with someone else.

We recommend that you breed with the Frozen Semen within 4-6 hours post ovulation. The closer you get to ovulation, the better your chance is of getting your mare in foal. Post ovulation ensures that you do not have to use more than 1 dose per heat cycle. **PerformanceSires.com** recommends that your veterinarian do a breeding soundness exam on your mare before you decide to breed your mare. A culture and biopsy should be done prior to breeding to insure that the mare is clean and is in good condition for breeding. This will significantly improve the probability of a successful breeding with Frozen Semen. Older mares or mares with poor biopsies may be good candidates for embryo transfer.