

Deep Creek Veterinary Services Ltd.
Frozen Semen Stallion Sales Contract

This contract made by and between Deep Creek Veterinary Services Ltd. (DCVS) and

Name: _____

Address: _____

Province/State: _____ Postal Code/ZIP: _____

Phone: _____ Fax: _____

Email: _____

For the _____ breeding season, subject to the following terms and conditions:

1. **STALLION:** Purchaser would like to use the following stallion _____.

2. **MARE:** Purchaser to inseminate the FPS/FHANA registered mare named _____ with Registration #: _____ to the stallion named in 1. of this contract. The purchaser may not substitute another mare for breeding without written consent of DCVS. Only mares owned by purchaser will be looked at for substituting in place of original mare. This contract cannot be assigned or transferred by Purchaser. Absolutely NO selling of inseminations/straws will be permitted. Any one found selling inseminations/straws to a third party will be charged the full breeding fee at that time.

3. **SHIPMENT:** The Frozen Semen will be shipped in a Liquid Nitrogen “Dry Shipper” at the Purchaser’s shipping expense. There is a rental fee of \$50 for the use of the Dry Shipper, plus a \$50 fee for charging the Dry Shipper with liquid nitrogen. The shipment should be planned at a minimum of 2 weeks prior to when you plan to breed your mare, so that a Dry Shipper can be made available and charged with liquid nitrogen. The Frozen Semen will be shipped as soon as you have purchased the Frozen Semen and a Dry Shipper is available. You should not wait to ship the semen, as a Dry Shipper may not be available. The earlier you request the shipment of the Frozen Semen, the less chance there will be a problem making a Dry Shipper available. Customers may provide their own Dry Shipper.

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, often your vet will have one or know of one. You should ask if they charge you for storage of the semen. You must transfer the semen immediately from the Dry Shipper into a Liquid Nitrogen Storage Tank and return the dry shipper back to DCVS per the instructions provided with the Dry Shipper. We need the Dry Shipper returned promptly. \$25/day will be charged for Dry Shippers that have not arrived at DCVS within 7 days of shipping. Failure to transfer the semen within 24 hours of receipt will void this contract and may have jeopardized the integrity and quality of the frozen semen. DCVS is not responsible for the frozen semen once it has been shipped. Once the semen arrives, it should be checked promptly. The tank should be frosty when opening it. A report of damaged shipment must be filed by the Purchaser within 24 hours to Federal Express. It is the responsibility of the Purchaser to file this report.

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DCVS will call the person who will be 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 receive the Frozen Semen when it arrives. The shipment is sealed with a plastic tie wrap. The Purchaser should insure that this tie wrap has not been broken and that the Dry 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 Frozen Semen could be damaged. If the shipment did not arrive sealed and cold, a claim should be made by the Purchaser to Federal Express promptly. DCVS is not responsible for Frozen Semen that has been mishandled.

We recommend that you breed your mare with the frozen semen within 4-6 hours post ovulation. The closer you get to ovulation, the better your chance is to getting your mare in foal. Post ovulation ensures that you do not have to use more than 1 dose per heat cycle. DCVS suggest 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 save you money by taking these tests and ultimately reduce your veterinarian and semen costs. Your breeding veterinarian can advise you the best.

3. **FEES:** All fees are subject to 7% GST. No Frozen Semen will be shipped until all fees are paid. This includes the Frozen Semen stud fee and shipping fee.

a. Cost of the breeding fee for _____ (stallion's name) will be \$_____. The breeding fee is due upon the date that the mare named in this contract is confirmed in foal at 45 days.

b. The per insemination fee for _____ (stallion's name) will be \$_____. The insemination fee is due before each semen shipment can be shipped.

c. Shipping Fee: Dependent upon where you are located. We can estimate this for you for your location upon request. This is payable using a credit card or Federal Express account number. Insurance for semen is not available, as it is a perishable item.

d. Dry Shipper Rental: \$50.00 plus \$50.00 to charge the Dry Shipper with liquid nitrogen. The Dry Shipper must be returned back to DCVS within 7 days of the day that it left DCVS. We ship overnight express and ask for it to be returned on a cheaper 2 day guarantee return. During the peak shipping season, we ask that you ship back overnight express. A \$25/day fee will be charged for every day the Dry Shipper has not been received back at DCVS after 7 days. Long term rentals are available if your vet does not have semen storage. We highly suggest having local storage as shipping individual doses is a much higher expense for you.

e. Purchaser can pay either by cheque or Credit Card (MasterCard or Visa). Purchaser give DCVS the right to charge their credit card for all charges acquired not paid by cheque. Purchaser would like to use the following credit card for these fees. MasterCard or Visa with # _____ and Exp. Date _____. A credit card on file is required.

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4. **RESERVATION FOR SEMEN:** Frozen semen should be ordered at least one week before you need to breed your mare. Purchaser understands that the frozen semen is first come, first served and is subject to the availability of the stallion.

5. **PER INSEMINATION PROGRAM:** Purchaser understands with the per insemination fee there is no live foal guarantee. You only have to pay per insemination and then only pay the breeding fee when the mare is confirmed in foal at 45 days. Purchaser will not be required to pay the breeding fee if their mare never becomes in foal or loses the foal before 45 days. Purchaser agrees to have the mare checked at 45 days in which if mare is confirmed in foal agrees to pay the breeding fee within a week of confirmation. Failure to pay breeding fee within a week of confirmation will result in a late fee of \$30.00 plus 1.5% a month or 18% a year.

6. **BIRTH ANNOUNCEMENT:** Birth announcements will only be issued when all fees are paid in full.

7. **REFUND OF FEES:** There will be no refund for prepaid inseminations for any reason.

8. **WARRANTY:** DCVS is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except it is the Stallion's.

IN WITNESS WHEREOF, the Parties hereto have hereunto see their hands and seal.

Purchaser (Signature): _____ Date: _____

Purchaser (Print Name): _____

Deep Creek Veterinary Services Ltd.: _____