

SADDLE CREEK FARMS, INC.

ADDITIONAL CONDITIONS FOR MARES BRED
WITH TRANSPORTED SHIPPED SEMEN

(Does not guarantee shipment until returned with signed Stallion Service Contract and Payment In Full)

1. The Stallion Service Fee and Lab Fee must be paid in full prior to shipment. Payment in U.S. funds only, certified or cashier's check, Mastercard or Visa (4% processing fee). The stallion service fee will be evidenced by signature on the attached Breeding Contract for the Mare _____ Reg. No. _____. The lab fee shall be \$_____ per breeding shipment plus \$_____ to cover the cost of shipping. Any additional shipping fees will be billed. (Fees are based on UPS or Fed Ex). If shipment by air transport is required, there will be an additional \$_____ courier charge in addition to the usual \$_____ air cargo charge. Mare owner to initial here if this option is required: _____.

2. Mare owner's shall receive up to three (3) shipments of cooled semen for the listed stallion service fee. Breeder's responsibility is to ship semen in viable condition to the mare owner. The mare must be inseminated immediately on the date of delivery by a licensed veterinarian. The semen may be used for the designated mare only.

3. Stallion has been DNA typed. The semen has been analyzed and tested and is free from infectious disease. Sperm count, mobility, collection and packaging procedures meet and/or exceed industry standards.

4. YOU MUST GIVE 24 HOUR ADVANCED NOTICE to Saddle Creek Farms, Inc. (330)533-0321 prior to shipping and only on a regularly scheduled breeding day. Shipping available Monday, Wednesday, Friday ONLY. All requests for semen shipment shall be filled as received, subject to availability. If your veterinarian, after checking your mare, feels that a Monday shipment will be necessary, you must contact Saddle Creek Farms, Inc. by noon on Saturday. All shipment requests must be confirmed or canceled by 8:00am (EST) the day of shipment. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders are to be honored. This decision will be based on information provided by the purchaser's veterinarian. If the mare does not conceive and shipments are required for the following year, the lab fee will again be assessed. A \$100.00 fee may be assessed if semen requests are not received prior to the requested 24 hours.

5. If the mare fails to conceive on the third shipment in one year, the mare may be serviced at Saddle Creek Farms, Inc. prior to June 30th of the contract year or the following breeding season only.

6. Responsibility for insurance and risk of loss passes to the mare owner with this contract. Owner assumes the unavoidable risks inherent in all horse-related activities, including but not limited to the semen, shipping container, owner's horse(s), owner and family members. Owner agrees to look solely to his insurance for any compensation for any such loss, and further agrees to indemnify and hold harmless the stallion breeder, agents, veterinarian, employees and family.

7. Mare owner further agrees that this contract is made and entered into in the County of Mahoning, the State of Ohio, and shall be interpreted, enforced and transacted under the laws of said state and within the designated county, regardless of the manner of breeding solicitation.

8. Mare owner's signature on this contract acknowledges that he/she has read and fully understands all of the terms and conditions outlined herein and accepts this contract as a legal and binding instrument on behalf of the owner, owner's heirs, successors and assigns. This agreement, along with the accompanying stallion service contract, constitutes the entire agreement between the parties. No other agreements, whether verbal or implies, are included. This contract may not be transferred or assigned.

9. There is a \$300.00 deposit required for the use of an equitainer, payable by a separate check. The equitainer deposit will be returned at the end of the breeding season. All equitainers must be returned in satisfactory condition within 72 hours of shipping or a \$25.00/ day late charge will be assessed. Please initial here if an equitainer is desired : _____ The use of a disposable container is \$30.00.

Mare Owner or Authorized Agent Date

If Mastercard and Visa will be used # _____ Exp. Date. _____

Name as it appears on card : _____