

## **FROZEN SEMEN SALES AGREEMENT**

This Agreement is made this \_\_\_\_ day \_\_\_\_ 2020, by and between *Hidden Ridge Farm, Inc.* hereinafter referred to as 'SELLER' and,

NAME ('BUYER'): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Seller agrees to provide the Buyer with \_\_\_\_ doses of Frozen Semen from the stallion EMC Entourage in exchange for a non-refundable fee of \$1000.00 per insemination dose, total \$\_\_\_\_\_ (2 recommended) *Hidden Ridge Farm, Inc by wire transfer, Venmo, credit card or bank transfer within 3 days of contract. Please let us know how you would like to make payment.*

MARE INFORMATION: *(Mare info can be added at a later date for recording purposes)*

Registered name of mare: \_\_\_\_\_ Age: \_\_\_\_\_  
Breed: \_\_\_\_\_ Registry: \_\_\_\_\_  
Registration #: \_\_\_\_\_ Color: \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_  
Dam Sire: \_\_\_\_\_

### **TERMS AND CONDITIONS:**

1. A "dose" is defined as a single insemination unit (8 x .5 mL straws) containing a minimum of one billion total sperm, which upon thawing using the supplied thawing technique, shows at minimum a 30% post-thaw progressive motility. The Seller will provide detailed thawing and handling instructions for the frozen semen doses provided.
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. Frozen semen from *EMC Entourage* has resulted in pregnancies in the USA and United Kingdom
4. The stallion *EMC Entourage* has been tested negative for: *EVA and CEM*
5. 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.
6. There is no live foal guarantee.
7. Upon execution of this sales agreement and receipt of all fees the frozen semen becomes the property of the Buyer. Buyer agrees to pay storage fees associated with the frozen semen to the storage facility if delivery of frozen semen is not taken within five business days.
8. Buyer is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.
9. 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 hold Seller or any person employed or associated with *Hidden Ridge Farm, inc. & Allyson Coluccio, agt.* harmless for any and all damages associated therewith.

11. Buyer is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

Select Breeders Services 961 Coyots Corner Rd. Chesapeake City, MD 21915

Phone: 410-885-3202 Fax: 410-885-3206 Email: info@selectbreeders.com

Please contact them for current shipping fees, protocol and requirements

12. Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

13. 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.

14. The frozen semen is not insured during shipment. Insurance for the value of the semen can be purchased through FedEx. Buyer is responsible for additional insurance fees

This Agreement shall be interpreted in accordance with the laws in the State of Virginia . 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: Allyson Coluccio for Hidden Ridge Farm,inc.

7863 Old Carter's Mill Rd.

Marshall, Va. 20115

Page 2 of 2

Buyers Initials \_\_\_\_\_