

SILVER GRANITE FROZEN SEMEN SALES AGREEMENT

Fox Hollow Sport Horses

1302 Hickory Hollow Rd NE
Solon IA 52333
319-848-4280
Info@solutionfactor.com

This agreement is made for the 2011 breeding season this ____ day of _____ 2011 by and between Fox Hollow Sport Horses c/o Diane M. Petrie (Stallion Agent") and :

Name: _____ Mare Owner/Agent

Address: _____

City: _____ State: ____ Zip: _____

Fees: Silver Granite semen is per straw \$150 with a minimum of two straws required.

Order: Number of straws _____ at \$150 = _____

The fee is due with this agreement by check or money order made payable to Fox Hollow Sport Horses. Arrangements can be made for payment on Pay Pal using a credit card which will include an additional \$15.00.

Terms and Conditions

1. **Mare owner/Purchaser:** The Purchaser represents that the purchaser is the owner or lessee of the mare, or is otherwise authorized by the mare owner(s) to breed the mare in accordance with the terms of this agreement. The purchaser agrees to purchase a minimum of two frozen semen straws of the stallion Silver Granite for the mare listed below.
2. **Purchaser Responsibilities:** Upon receipt of the fees and signed Sales Agreement by Fox Hollow Sport Horses the Purchaser shall have the right to receive the number of straws selected for the mare by the stallion Silver Granite from Abraham’s Equine Clinic. The Purchaser is responsible for the contracting and arranging with Abraham’s Equine Clinic (AEC) at 617 Dows Road SE, Cedar Rapids, IA 52403 (319) 366-6441 the shipment of the frozen semen to the Purchaser. The Purchaser is responsible for paying all costs related to shipping. Mare Owner agrees that only the mare referenced in this agreement is to be bred with the supplied frozen semen and to use the services of an approved reproduction equine veterinarian to handle the frozen semen and for the insemination of the Mare. The Purchaser agrees to perform a pregnancy ultrasound on or before the 16th day of insemination of the Mare and send written confirmation of the pregnancy signed and dated by the licensed veterinarian who performed the insemination to Fox Hollow Sport Horses. Mare Owner agrees that only the mare referenced in this agreement is to be bred with the supplied frozen semen.
3. **Fees:** The straws containing the Silver Granite semen are 5 ml. each. Current costs for shipping and handling of the semen is as follows: \$250 for preparation of the shipping container and shipping is generally \$100-\$150 depending on the destination. Abraham’s Equine Clinic may increase these fees at any time.
4. **No Live Foal Guarantee:** The Purchaser specifically understands that Fox Hollow Sport Horses does not guarantee the birth of a live foal. The Purchaser further understands that Fox Hollow Sport Horses shall

be held harmless for any errors, failed inseminations, failure of mare to conceive, failure of mare to reach term, diseases or injuries to mare or any other mishaps attributable to frozen semen artificial insemination.

5. **Warranties:** All semen provided pursuant to this Agreement is sold and provided in an "AS IS" condition. Fox Hollow Sport Horses makes no guarantee or warranty as to the fertilizing capacity of any semen provided under the terms of this Agreement, either expressed or implied, and all such warranties are specifically disclaimed.
6. **Approval:** Fox Hollow Sport Horses reserves the right to approve or disapprove the mare for breeding to Silver Granite, and to reject an offer to purchase frozen semen. Upon receipt of a signed agreement and all fees, Fox Hollow Sport Horses will direct Abraham's Equine Clinic to release semen for shipment to Purchaser.
7. **Governing Law:** This agreement is governed and shall be construed under the laws of the laws of the State of Iowa.
8. **Dispute Resolution:** Any such disputes arising within the contractual relationship created herein, whether in tort or contract, shall be adjudicated pursuant to the terms of the Iowa Arbitration Act. Any counterclaims which otherwise would be compulsory shall not be brought in any other forum other than arbitration pursuant to this paragraph. In no event shall Mare Owner's remedy exceed the amount of the fees paid to Fox Hollow Sport Horses for services.
9. **Severability:** Any provisions of this Agreement which may be held illegal or invalid by an adjudicative forum shall not consequently make invalid or illegal any of the remaining provisions of this Agreement.
- 10.

Mare Owner Information

Name: _____

Address: _____

State: _____ Zip code: _____

Phones # _____ # _____

E-mail address: _____

Mare Information

Registered Name: _____

Breed: _____ Registration Number: _____

Year of birth: _____ Color: _____

Mare nickname: _____

Owner signature _____ **Date** _____

_____ a check or money order payable to Fox Hollow Sport Horses is enclosed with this agreement.

Fox Hollow Sport Horses signature _____ **Date** _____