

FROZEN SEMEN SALES AGREEMENT

This agreement is made for the 2008 breeding season by and between W. Charlot Farms Limited c/o Augustin Walch (hereinafter "The Stallion Owner") and _____ (hereinafter "The Mare Owner"), for _____ (mare).

- 1.) The Stallion Owner hereby agrees to sell the Mare Owner frozen semen of (please select one of the following options)
- i) _____ stallion Cabardino
 - ii) _____ stallion Futurist
 - iii) _____ stallion Viva Voltaire
 - iv) _____ stallion Vasco da Gama
 - v) _____ stallion Rio's Filius

- 2.) The Mare Owner hereby agrees to pay the fee of _____ (please select one of the following two options)
- i) _____ \$ 787.50 (incl. GST) per dose for a total of _____ doses prior to shipment of semen of the stallion _____ Futurist or _____ Viva Voltaire or _____ Cabardino (please check off stallion)
 - ii) _____ \$ 682.50 (incl. GST) per dose for a total of _____ doses of _____ Vasco da Gama or
 - iii) _____ \$ 525.00 (incl. GST) per dose for a total of _____ doses of _____ Rio's Filius

3.) Semen will be shipped by Stallion Owner via FedEx upon receipt of payment for semen plus handling and shipping fee of \$ 157.50 for each shipment. Mare Owner agrees to return shipping container, air freight **prepaid via FedEx**, promptly within 48 hours of receipt of each shipment. There will be an additional fee of \$ 25.00 per day on late return of container. Please note that Stallion Owner has only a limited number of shipping containers. Shipments will be made on a "first come, first serve" basis. We strongly recommend arranging shipments well in advance of breeding date. Please arrange for transfer of frozen semen to a liquid nitrogen container nearby (available at your vet's clinic or can be rented from a cattle AI centre). Frozen semen can be stored in a shipping container for a maximum of five days only.

Should frozen semen tank not be returned to stallion owner within 5 business days after it has been shipped out, stallion owner will charge mare owner's credit card with cost of semen tank or \$ 750.00 such that stallion owner can replace tank and service other clients.

4.) Mare Owner warrants that said Mare is in sound breeding condition as determined by a qualified veterinarian. Mare Owner agrees that Mare will be bred by Veterinarian with considerable experience in frozen semen artificial equine reproduction who has access to a veterinary ultrasound machine.

5.) Should said Mare not be in foal after insemination with initial two doses, the Stallion Owner agrees to release additional Straws of Semen at reduced price of \$ 210.00 (incl. GST) per dose to Mare Owner (plus Shipping and Handling charges) during 2008 breeding season upon receipt of signed veterinarian certificate confirming that mare is not in foal following insemination with initial two doses. A maximum of four doses (including first shipment) will be sent for any one mare. Straws purchased at full price can be used to inseminate more than one mare. Please advise W.Charlot Farms prior to August 31, 2008 of any mares bred in addition to the mare noted below so that we can include them in our 2008 breeding report filed with various breeding associations.

6.) Should said mare not be in foal after insemination with initial two doses or any additional doses purchased, contract can be "up-graded" to cooled semen life foal guarantee contract at a fee of \$ 500.00. plus GST and a shipping/handling fee of \$ 100.00 plus GST for a total fee of \$ 630.00 (incl. GST). There is no separate collection fee for the first collection. Terms and conditions of 2008 cooled semen sales agreement as posted on stallion owner's website will apply.

7.) This agreement is binding upon the parties herein and reflects the entirety of their agreement. Both parties acknowledge that there is NO life foal guarantee unless contract is "upgraded" as per paragraph 6 above.

Mare Owner - Signature Date

Stallion Owner/Agent - Signature & Date

Mare Owner's Name and Address:

Name: _____ Telephone: _____

Street Address: _____

City: _____ Province: _____ Postal Code: _____

e-mail address: _____

Information about the Mare:

Please attach copy of mare's registration papers if available

Name of Mare: _____ Year born: _____

Registration No. : _____ Breed Association: _____

Sire: _____ Sire of Dam: _____

Mare is currently: _____ barren; _____ maiden mare or expected date of foaling: _____

Please note that we can only include mares in our annual breeding report for which we have all the relevant information on or before August 31, 2008.

Name and address where semen is to be shipped:

Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone Number: _____ Contact Person: _____

Payment

No semen will be shipped unless payment in full has been received! This applies to repeat shipments as well.

Initial Breeding

Payment of Initial breeding and shipping fee is due by cheque with breeding contract. Please make your cheque payable to W. Charlot Farms.

Payment for repeat services & Shipping Tank Not returned within 5 business days

I, _____ (name of cardholder) hereby authorize W. Charlot Farms to debit my

____ Visa card ____ MasterCard

i) in the amount of \$ 750.00 should stallion owner NOT receive semen shipping tank within 5 business days after frozen semen was shipped out by stallion owner for my mare such that stallion owner can replace missing tank.

ii) for any repeat shipments of frozen semen ordered for my mare (\$ 210.00 per straw plus \$ 157.500 shipping fee)

iii) in the amount of \$ 525.00 for the initial shipment of fresh semen if mare owner exercises option under paragraph 6 above

iv) \$ 367.50 for any further shipment of fresh semen requested by mare owner as per paragraph 6 above.

_____ card number _____ expiry date

_____ Signature _____ date of signature.