

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 the stallion Rio Grande

2.) The Mare Owner hereby agrees to pay the fee of

\$ 1,575.00 (incl. GST) per straw for a total of _____ straws and \$ _____.

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 frozen semen, mare owner can "upgrade" to a life foal guarantee contract with fresh cooled semen of the stallion "Rio's Filius" or "Viva Voltaire" at a fee of \$ 525.00 (includes cost of first shipment and collection and GST) upon receipt of veterinarian certificate confirming that mare has been inseminated with frozen semen of Rio Grande and is not in foal. Additional shipments of cooled semen of Rio's Filius or Viva Voltaire will be made after receipt of i) \$ 367.50 cover collection and shipping costs including GST and ii) receipt of veterinary certificate confirming that said mare was inseminated with cooled semen of Rio's Filius / Viva Voltaire and is not in foal. Terms and conditions of stallion owner's cooled semen sales agreement as posted on stallion owner's website will apply.

6.) 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 and that stallion owner is NOT required to release additional straws of the stallion Rio Grande to the mare owner.

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 15 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) In the amount of \$ 525.00 for the initial shipment of fresh semen of Rio's Filius or Viva Voltaire requested by mare owner as per paragraph 5 above
- iii) \$ 367.50 for any further shipment of fresh semen of Rio's Filius or Viva Voltaire requested by mare owner as per paragraph 5 above.

_____ card number _____ expiry date

_____ Signature _____ date of signature.