



AGREEMENT FOR TRANSPORTED SEMEN

THIS AGREEMENT is made this ____ day of _____, 2006 by and between SHAFER ARABIANS or AUTHORIZED AGENT and _____ (“PURCHASER”).

WHEREAS, the Registered Arabian Stallion ALLIENCE+// is standing at stud and

WHEREAS, Purchaser owns or is leasing the following mare (“MARE”)

(Name of Mare) _____ (Registry number)

and
WHEREAS, Purchaser owns a 2007 breeding for the aforesaid mare to ALLIENCE+// and desires to have semen shipped to satisfy said breeding right.

THEREFORE, IT IS AGREED by the parties hereto that SHAFER ARABIANS and/or AUTHORIZED AGENTS will ship semen from ALLIENCE+// to Purchaser for use on the aforesaid mare on the terms and conditions set forth herein.

SHAFER ARABIANS
5865 Oak Hill Road, West Farmington, OH 44491
330-847-776

BUSINESS OFFICE
12550 St. Rt. 44, Mantua, OH 44255
330-274-2039/440-724-2497

PURCHASER _____ DATE _____

ACCEPTED BY _____ DATE _____

TERMS AND CONDITIONS

1. **DELIVERY OF SEMEN:** SHAFER ARABIANS OR AUTHORIZED AGENT agrees that if Purchaser complies with paragraph (2) two hereof, SHAFER ARABIANS and/or AUTHORIZED AGENT will collect and deliver to commercial shipper fresh semen from ALLIENCE+//. Purchaser accepts all risks of shipment and SHAFER ARABIANS and AUTHORIZED AGENT accepts no responsibility for delays in the shipment of the semen during shipment. Purchaser agrees that semen will be delivered subject to the reasonable availability of a commercial shipper and the conditions as set forth in the Agreement.
2. **RESPONSIBILITIES OF PURCHASER PRIOR TO SHIPMENT:** Prior to any shipment, the Purchaser shall:
 - a. Deliver to SHAFER ARABIANS a duly executed SHAFER ARABIANS Breeding Agreement
 - b. Deliver this Agreement fully executed.
 - c. Deliver to SHAFER ARABIANS the total breeding fee as noted in the Breeding Agreement.
 - d. Deliver to SHAFER ARABIANS a payment of \$300.00. This fee shall entitle Purchaser to receive one shipment of semen for an individual mare during the breeding season. If Purchaser requires more than one shipment of semen for an individual mare, Purchaser shall pay SHAFER ARABIANS an additional fee of \$300.00 for each additional shipment. SHAFER ARABIANS or AUTHORIZED AGENT reserves the right to discontinue shipments in excess of six (6) per mare in a single breeding season at its sole discretion.

NOTE: Commercial carriers such as Federal Express make all shipments. Theses services are not available for Sunday delivery or shipment and charge premium rates for Saturday delivery that is not available at all locations. Therefore, if Purchaser requires shipment or delivery on Sunday (and Saturday if Federal Express is not available), it must be made by a commercial airline, if available and said shipment would have to be picked up at the nearest airport by Purchaser. All cost for shipment by Commercial air carriers and courier charges are to be paid by Purchaser and Purchaser shall pay any increase for Saturday delivery. These charges are in addition to the charges set for above. (See Breeding Fee Schedule).

- e. Notify Robin DeRue, Breeding Manager, at 330-889-2282 prior to 11:00 A.M., EST 24 hours before date of collection and shipment.
- f. DESIGNATED VETERINARIAN: SHAFER ARABIANS and/or AUTHORIZED AGENT agrees to ship semen to the location designated by the Purchaser, but in any event only to a licensed veterinarian or qualified breeding manager experienced in/ or familiar with insemination through transported semen. The designated veterinarian or breeding manager shall be:

NAME _____ PHONE _____

ADDRESS _____

Purchaser certifies that Veterinarian or Breeding Manager is experienced in/ or familiar with insemination through transported semen, and practices equine reproduction as a regular part of his or her practice; is available for palpation, cultures, and other necessary procedures, and consented to performing said service.

3. ADDITIONAL RESPONSIBILITIES OF PURCHASER:

- a. Purchaser agrees to return the shipping container and contents within (5) five business days of Purchaser's receipt of container. If the shipping container and its contents are not returned within (5) five business days of receipt of the containers, a penalty charge of \$20.00 per day will be assessed as a late fee. Purchaser shall bear the cost of returning the shipping container and its contents. Purchaser accepts all liability for loss or damage to said container and contents.
- b. All requirements for foal registrations, including blood-typing or DNA testing and any other registration requirements, except Breeding Certificate for purebreds, shall be the responsibility of the Purchaser. Purchaser agrees to correctly complete all required by the Arabian Horse Registry of America, Inc., the National Show Horse Registry and/ or any other applicable organizations. Subject to the provisions of the Breeding Agreement and this Agreement, SHAFER ARABIANS and AUTHORIZED AGENT agrees to cooperate in any reasonable manner in the Purchaser's attempt to register the foal if all fees have been paid.

4. ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT:

- a. This Agreement supplements the SHAFER ARABIANS Breeding Agreement and all applicable terms of said Agreement govern this Agreement
- b. SHAFER ARABIANS and/or AUTHORIZED AGENT agrees to provide semen subject to the rules of the Arabian Horse Registry of America, Inc., The National Show Horse Registry and any other Registry rules as are applicable and Purchaser submits to the rules of the applicable organization(s). SHAFER ARABIANS and/or AUTHORIZED AGENT agree to issue the Breeders Certificate for Purebred Foals as required by the Arabian Horse Registry of America, Inc.
- c. AVAILABILITY OF SEMEN; Semen is delivered on a first come first serve basis. ALLIANCE+// shall be collected from February 15, 2006 through August 31, 2007, on Mondays, Wednesdays and Fridays, and only once on each collection day. Semen shall be available for purpose of semen transport only if the quantity requested for transport is on hand. Purchaser expressly acknowledges that all orders for semen are subject to availability.
- d. Semen shipped on the understanding that it is to be used solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Purchaser to breed any mare other than said Mare shall automatically terminate all obligations of SHAFER ARABIANS and AUTHORIZED AGENTS, including but not limited to any live foal guarantee, re-breeding rights, rights to additional semen, and the responsibility to register any offspring produced by the use of semen, including the original intended foal. All of the Purchaser's rights provided by the Agreement or the Breeding Agreement shall be forfeited and the Purchaser shall be liable for the amount up to the cost of breeding for every unapproved mare inseminated whether a foal is produced or not.
- e. Neither SHAFER ARABIANS or AUTHORIZED AGENT, nor their agents or employees nor any veterinarian assisting in the collection of shipping guarantee the conception rate, quality, or productivity to be obtained in connection with the use of its products or recommended technique, except for warranties expressly made in this Agreement and Breeding Agreement. ALL IMPLIED WARRANTIES INCLUDING WARRANTIES FOR MERCHANT ABILITY AND FOR FITNESS OR FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SHAFER ARABIANS AND AUTHORIZED AGENT AND WAIVED BY PURCHASER.
- f. Neither SHAFER ARABIANS or AUTHORIZED AGENT or their employees and agents nor any veterinarian assisting in the collection or shipping shall be liable for special, indirect, incidental, or consequential damages including without limitations any damages arising from the non-performance of obligations which the Purchaser may have undertaken to any party in reliance on SHAFER ARABIANS and AUTHORIZED AGENT and any veterinarian assisting in the collection or shipping with respect to any agreement for sale or anything done in connection therewith, including but not limited to liability in contract, tort, or otherwise, shall not exceed the price of the breeding fee. Purchaser expressly waives all other remedies, statutory or otherwise. Purchaser further acknowledges that the exclusion or remedies is neither unreasonable nor unconscionable.
- g. EXCUSE BY FAILURE OF PRESUPPOSED CONDITION: Failure of performance under this Agreement is not a breach of either party's duty if performance as agreed has been made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption on which the Agreement was made, including but not limited to the following: Compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it later proves to be invalid; acts of God, war, riots, uprising, fire and explosions.
- h. ENTIRE UNDERSTANDING: This Agreement and the aforementioned Breeding Agreement contain the entire understanding of the parties and any prior agreements, whether written or oral with respect to the said Agreements are expressly superseded.
- i. MODIFICATION: No modification, amendment, or alteration of any provision of this Agreement or the Breeding Agreement shall be effective unless contained in a written agreement signed by the parties and delivered to the respective party. Such modification, amendment, or alteration shall be effective only in the specific instances and for the specific purpose for which given.
- j. WAIVER: The failure of either party to this Agreement or the Breeding Agreement to insist on the performance of any of the terms or conditions of these agreements or the waiver of any breach of the terms of these agreements shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges.
- k. HEADINGS: The paragraph headings in the Agreement and the Breeding Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- l. CHOICE OF LAW, JURISDICTION, AND VENUE: This Agreement and the Breeding Agreement, and all matters collateral thereto shall be governed by and interpreted in accordance with the laws of Ohio. At the option of SHAFER ARABIANS, jurisdiction and venue for any dispute arising under or in relation to this Agreement shall be made only in Trumbull County, Ohio. Purchaser hereby submits to the jurisdiction of the courts of said state and county for any action under this Agreement and/ or the Breeding Agreement.