

FROZEN SEMEN CONTRACT

THIS AGREEMENT dated _____ is by and between MURDER HOLLOW LLC of 220 Slonaker Road, Spring City, PA 19475 USA (the "Stallion Owner") and the mare owner listed below (the "Mare Owner") with respect to breeding to a stallion owned by Murder Hollow.

Breeder's Information

Name:	
Address:	
City:	
State, Zipcode:	
Phone:	
E-mail:	

1. Stallion. The Stallion information is below (the "Stallion")

Stallion's Information

Stallion's Name:	Pax Asgard af Pegasus	Breed/Registration:	Knabstrupperforeningen for Danmark
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The Stallion above has had frozen semen result in pregnancies. The Stallion has tested negative for Warmblood Fragile Foal Syndrome (WFFS), Polysaccharide Storage Myopathy (PSSM1), Equine Infectious Anemia (EIA), Contagious Equine Metritis (CEM), and Equine Viral Arteritis (EVA).

2. Mare. Mare owner may only breed the mare identified below (the "Mare").

Mare Information

Mare's Registered Name:	
Mare's Barn Name:	
Mare's Date of Birth:	
Breed:	

Registration Number:	
Current Breeding Status:	
Planned Month of Breeding:	
Please email a copy of your mare's registration papers	
Embryo Transfer Breeding (Y/N):	

3. Fees and Administration: Fees are outlined below:

By Dose Contract	
COST PER DOSE	\$650.00 AUD

Any discounted Breeding Fee that is part of a multiple-mare package may be adjusted or revert to the full cost at the discretion of the Stallion Owner if the Mare Owner fails to breed the required number of mares which led to eligibility for this discount.

Please initial next to each paragraph:

Frozen Semen – By Dose

____ The Stallion Owner agrees to authorize the release of 1 dose of frozen semen to the Mare Owner. Rights to the semen shall transfer to the Mare Owner upon Stallion Owner's acknowledgement of this Contract fully executed by the Mare Owner and receipt of payment in full ("Purchase Date"). It is the responsibility of the Mare Owner to arrange for either storage or shipping of the purchased doses.

____ The purchase price includes only the purchase of the semen. Any additional costs of transport of the semen to the Mare Owner, storage from the Purchase Date, any other expenses of breeding are over and above the purchase price.

____ Within 14 days of the Purchase Date, the Mare Owner must either arrange for the shipment of the semen to alternate storage facilities or open an account with the current storage facility for continued storage of the semen. Failure to open a storage account or to move the Semen from current storage facility within 14 days of the Purchase Date may result in additional storage fees charged to the Breeder, and no semen will be released to the Breeder until storage fees are paid in full.

____ The Mare Owner may produce as many foals as the Mare Owner is able from the Semen, from different mares and/or over different breeding seasons. Mare Owner must notify



the Stallion Owner of all breedings, successful or not, that occur from the use of the semen. A Breeding Passport must be filled out and signed by a licensed veterinarian. If more than one mare becomes pregnant from a single dose, an additional Breeding Fee of \$400.00 is payable to the Stallion Owner.

____ No Breeding Certificate will be issued unless the Lot Number from the semen doses administered is clearly indicated and certified by the breeding veterinarian on the Breeding Passport.

____ The Stallion Owner warrants that the semen has been processed and tested and is of marketable quality at the time of sale, with at least 30% post thaw motility and 200 million progressively motile sperm per insemination dose. Proper thawing and usage instructions will be sent with each shipment. Mare Owner specifically waives any other warranties, either express or implied by law. There is no live foal guarantee with regard to the semen.

____ The Mare Owner cannot resell semen to another individual without the written authorization of the Stallion Owner. Any unused semen must be recorded by a licensed veterinarian and the Stallion Owner must be notified.

____ Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves the Stallion's frozen semen facility.

____ The Stallion Owner makes no guarantees or warranties, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Contract.

4. Limitation of Liability. The Stallion Owner assumes no responsibility for any loss or damage to the Mare or any losses of the Mare Owner. Mare Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and Mare Owner further agrees to indemnify and hold harmless the Stallion Owner, for any and all damages and liability.

Mare Owner acknowledges that the semen is sold AS-IS, other than as expressly provided for herein, Stallion Owner makes no representations or warranties, express or implied, included but not limited to any warranty of merchantability or as to the fitness for a particular purpose of the Stallion or his semen.

Stallion Owner warrants that for frozen semen, the semen has been processed and tested and is of marketable quality at the time of shipment. Mare Owner specifically waives any other warranties, either express or implied.

5. Assignment. This Agreement may not be assigned or transferred by Mare Owner without prior written consent of the Stallion Owner.
6. Successors and Assigns. This Agreement, and all of its terms and conditions shall be binding upon and shall inure to the benefit if all the successors and permitted assigns of the Mare Owner and the Stallion Owner.
7. Arbitration. The Parties agree to arbitration as the exclusive resolution of all disputes arising from this agreement. Therefore, they agree that any dispute under this Agreement, including all disputes about the validity of this arbitration clause, shall be resolved by final binding arbitration in Philadelphia, Pennsylvania in the case of a dispute between the Stallion Owner and the Mare Owner located in the United States, in accordance with the rules of the American Arbitration Association, and, in the case of a dispute between the Stallion Owner and Mare Owner located outside of the United States, shall be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The parties agree that any dispute shall be resolved in a confidential manner. No party shall be permitted to disclose the dispute or results of any dispute, except as may be required by any governmental authority.
8. Applicable Law. This agreement shall be governed by, construed and enforced in accordance with the laws of Pennsylvania, without giving effect to its conflict of law rules.
9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.
10. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

MURDER HOLLOW LLC

By: _____
Renée Tucci
Partner, Murder Hollow
220 Slonaker Road
Spring City, PA 19475

BREEDER

Name:
Address:
Address:
Address: