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SRF Ranch FHANA Stallion Semen Fee

AGREEMENT

Date _____

Name of Mare _____

FHANA Registered No for Mare _____

Mare Owner Name _____

Mare Owner Address _____

Mare Owner Telephone(s) _____

Desired FHANA SRF Stallion _____

Date Semen Desired To Be Shipped _____

Ship Via _____

Fees agreed to be paid in advance:

Stallion Semen Fee	\$	_____
Collection Fee	\$	_____
Container Deposit	\$	_____
Shipping Fee	\$	_____
Other	\$	_____
Total Fees Charged	\$	_____

This Agreement is binding and made on the date above and by and between Mare Owner detailed above and SRF Ranch, Incorporated. Mare owner represents and warrants that The Mare is in sound breeding condition and free from disease and infection. In the case of cooled shipped semen the Mare Owner is responsible for conception. The Mare Owner certifies that the address of record for shipment is suitable facility for the artificial insemination of The Mare contracted to be bred. It is SRF Ranch's preference that a qualified, experienced licensed veterinarian or technician competent in the use and handling of cooled semen perform the insemination. A photocopy of the Mare's registration papers (both sides) should be submitted with this contract. SRF Ranch will only provide semen for use with a Frisian Horse Association of America (FHANA) registered in good standing mare. There are no exceptions. Mare Owner agrees and acknowledges that SRF Ranch provided semen shall be only so used and for no other purpose whatsoever.

TERMS AND CONDITIONS ARE PART OF THIS AGREEMENT.

Mare Owner signature _____

SRF Ranch Authorized Representative Signature _____

Liability. In the event the Mare Owner desires the mare to be boarded at SRF Ranch facilities then Mare Owner agrees to assume all risk of injury, sickness, disease, theft or death to said mare and/or foal at her side. This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees or guests, while on SRF Ranch premises. Mare Owner further agrees it has received and agrees to follow, and agrees to direct its agents, employees, or guests on SRF Ranch premises to follow, any SRF Ranch Rules and Regulations for conduct on its premises.

Indemnification. Mare Owner agrees to indemnify and hold SRF Ranch harmless for any loss or injury due to acts of said mare while on the premises of or under the control of SRF Ranch. If the Mare Owner wishes the mare and/or foal at side to be insured it will be the sole responsibility of the Mare Owner to acquire and pay all premiums for said insurance.

In Event Mare Does Not Become In-Foal. Mare Owner assumes full risk for Mare Owner's horse becoming in foal. SRF Ranch does not make any warranty, representation or guarantee regarding Mare Owner's mare becoming in foal or any live birth foal guarantee.

Container Fee. Semen shipments will be sent by Fed-Ex or UPS. If an SRF Container is used a refundable \$250 deposit is due prior to shipment of the semen. It is suggested this deposit be made 1 – 2 weeks before expected shipment is needed, shipments **WILL NOT** be made until deposit is received and absolutely **NO EXCEPTIONS** can be made. Should the Mare Owner fail to return the SRF Container to SRF Ranch within five (5) working days after receipt, a \$10 per day rental fee will be charged to the Mare Owner. SRF Container must be returned to SRF Ranch at the Mare Owner's expense. Mare Owners may forward their own SRF Container (**BOLDLY** marked with your name and address) at no charge. Customer SRF Container must be clean and in good condition. If a disposable shipping container is used, a non-refundable fee of \$40 must be paid in full prior to shipment of the semen. Mare Owner may return this container if additional shipments are required, otherwise, Mare Owner will be charged for an additional container. Please contact SRF Ranch **IN ADVANCE** to make container arrangements.

Semen Requests. Mare Owner shall notify SRF Ranch when the mare is coming into heat. Requests for semen must be received by NOON (Pacific Standard time) the day prior to shipping. All requests for shipped semen will be filled as received and are subject to availability. Late orders will be filled if possible but are not guaranteed. SRF Ranch will ship semen on Monday, Wednesday, and Friday only. The mare owner must cancel a shipment by 10:00am (Pacific Standard time) on the day semen is to be shipped to avoid collection fee charges. SRF Ranch agrees to ship one (1) insemination dose per shipment in an industry standard container.

Collection Fee. A collection fee of \$200 is due prior to each shipment of semen. Collection fee is \$200 and covers one (1) semen collection and processing for shipment to Mare Owner. Actual shipping fees will be determined when location of shipment is determined and must be paid in advance.

Assignment, Transfer. This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party.

Right of Lien. SRF Ranch has and may assert and exercise a Right of Lien, as provided for in the laws of the State of California, for any amount due for the board and keep of the mare, and also for any storage charges due hereunder. Mare Owner further agrees SRF Ranch shall have the right, without process of law, to attach a lien to said mare after two months of nonpayment or partial payment and SRF Ranch can then sell mare to recover its loss.

Captions, Headings. Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this Agreement unless reduced to writing and signed by all parties before a notary. This document is agreed by the parties hereto to be a final expression of all agreements between them. This Agreement is bound by all laws of the State of California.

Forum. In the event an action is filed in a court regarding this Agreement, the parties hereto agree that any such action shall be filed in the State of California with venue in Riverside County.

Severability. Should a court of competent jurisdiction hold any part of this agreement invalid, the remaining unaffected portions of this agreement shall remain valid and fully in force.