

## Exhibit "A" ~ Cooled Shipped Semen Conditions ~

Stallion: \_\_\_\_\_

- 1) Cooled Transported Semen (CTS) is available. The charge for shipping and collecting the semen will be \$300 per shipment. Standard shipment will be via Federal Express **NEXT MORNING DELIVERY** within the Continental United States. A complete street address with city, state, zip-code and telephone number will be required for proper delivery of semen. **SEMEN COLLECTION/SHIPPING DAYS** are Monday through Friday. Collections will be sent via Fed Ex overnight delivery. It is a good idea to keep a copy for your own reference.
- 2) It is the Breeder's responsibility to ship semen in a viable condition to the mare owner, to the best of their ability. All shipments will leave the premises having been analyzed for motility and sperm count. The semen has previously been analyzed and tested to be free from infectious disease. All procedures for collection and packaging meet and/or exceed the standards of our industry. Once the semen leaves the farm, *it is in the hands of the shipper*, and semen quality *is dependant on that handling*. The Mare Owner is responsible for the shipment once it leaves our hands. It is the Mare Owner's responsibility to file claims as to loss of time due to late, lost, or dead shipments. The mare should be inseminated immediately upon receipt of the semen by a licensed veterinarian. The semen may only be used for the designated mare. Two (2) breeding doses will be shipped when possible with each shipment. **REQUESTS FOR SHIPMENTS** must be made by phone to Picture Book Farms no later than 7:00 A.M. (Central Time) on collection/shipping days. When possible, please notify Picture Book Farms of your mare's reproductive status so that a shipment date may be anticipated, then follow up with the final order. Requests will be honored in order of receipt. **PAYMENT** arrangements must be completed with Picture Book Farms prior to shipment of semen.
- 3) A designated veterinarian should examine the mare for pregnancy between sixteen (16) and thirty (30) days after last breeding and the results mailed to the Stallion Owner. A breeder's certificate shall be issued to the mare owner upon notification of a live foal. If however, any charges incurred on behalf of the mare named in the contract remain unpaid, no certificate will be issued until the unpaid charges are cleared. **PLEASE NOTIFY** Picture Book Farms of the result of your mare's pregnancy check. We recommend the first check no later than 14 days after ovulation. This will allow enough time for your breeding manager to prepare your mare for another cycle's breeding if she is not in foal. Please feel free to consult with Picture Book Farms regarding any reproductive management issues your mare may have.
- 4) The Mare Owner bears all responsibility for insurance or risk of loss to the mare in connection with this contract. Additionally, the Mare Owner assumes the unavoidable risks inherent with all horse related activities, including but not limited to: the semen, the shipping container, and risk of personal injury to the Mare Owner and his/her family or anyone else associated with the breeding efforts resulting from this contract. The Mare Owner agrees to look solely to his/her insurance for compensation for any breeding activity type loss, and further agrees to indemnify and hold harmless the Stallion Owner and Breeder, including agents, Veterinarians, employees, and all family members of each herein so described.
- 5) The parties hereby further agree that this Agreement will be transacted and will be strictly enforced pursuant to the Rule of Artificial Insemination and Transported Cooled Semen as described in the 2007 edition of AQHA's Official Handbook. As required by the aforesaid rule, the Mare Owner additionally agrees to return the completed copy of the Cooled Transported Semen Certificate, which will accompany each shipment of cooled shipped semen, to AQHA and the breeder within **15 days** of insemination. The party also agrees to abide by the rules of any registry approving the use of CTS for it's breed.
- 6) The Mare Owner's signature on this agreement certifies that he/she has read and fully understands all the terms and conditions outlined herein, and accepts this document as a legal and binding instrument on behalf of the mare owner and all future heirs, agents, successors and assigns. This Agreement constitutes the entire agreement between the parties. No further agreements, whether verbal or implied, are included.

7) The Mare Owner understands that the shipping container (either equitainer or disposable) used for the transport of the semen is the sole property of Picture Book Farms and the Mare Owner has no ownership rights in the container what-so-ever. Mare Owner is to be responsible for the equitainer until it arrives back to Picture Book Farms. **CONTAINER RETURN** is required within 48 hours after insemination to avoid late fees. A late fee of \$20.00 per day will be charged. Fed Ex and UPS for returns only. We recommend that you insure Equitainers for \$300.00 in case of loss of contents or entire unit. Equitainers not returned to Picture Book Farms will incur a \$300.00 replacement charge. Styrofoam shipping containers not returned will incur a \$30.00 charge.

8) **MARE RECORDS.** A photostatic copy of registration papers (both sides) is required.

Signature of Mare Owner \_\_\_\_\_

Proposed first possible breeding date? \_\_\_\_\_

Is mare currently in foal? \_\_\_\_\_ Due Date \_\_\_\_\_

**AGREED AND ACCEPTED BY THE PARTIES HERETO:**

(Please also initial each page in upper right hand corner)

\_\_\_\_\_  
Mare Owner/Agent Date

\_\_\_\_\_  
Name of Mare/ Registration#

\_\_\_\_\_  
Mare Owner/Agent Billing Address:

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Veterinarian Name/Phone:

\_\_\_\_\_  
Address to which Semen is to be Shipped:

**EMERGENCY DAY AND NIGHT PHONE NUMBERS:**

Day \_\_\_\_\_ Night \_\_\_\_\_

Payment is accepted by Check, Credit Card (Visa/Mastercard) or Paypal  
If paying by Credit Card use authorization sheet.