



Frozen Semen Sales Agreement and Order Form

This Frozen Semen Sales Agreement (the "Agreement") is entered into by and between Fox Creek Farm, Inc., ("FCF") and the breeder listed below ("Breeder").

BREEDER INFORMATION		
Breeder's Name:		
Address:		
Phone:	(Primary Phone)	(Alt. Phone)
Email:		

1. The Breeder wishes to purchase semen from the following stallion (the "Stallion")

- | | |
|---|--------------------------------------|
| \$600 : Adonis | \$350 : Kantje's Ronaldo |
| \$350 : Anydale Ron | \$200 : Kennedy |
| \$350 : Aron N | \$350 : MacGyver |
| \$350 : Aspen Way Gala Night | \$350 : Linaro |
| \$600 : Benno's Dream | \$350 : Meeping Cha de Florys |
| \$600 : FS Daily Hero | \$750 : Machno Carwyn |
| \$600 : Fox Creek's Censational | \$350 : Minotauros |
| \$600 : Fox Creek's Diamond King | \$350 : Pidji du Tilia |
| \$600 : Fox Creek's Masterpiece | \$350 : Quettino de Florys |
| \$350 : Halifax | \$350 : Welcome Sympatico |
| \$350 : Jimmerdor de Florys | |

Number of doses:

- a) All prices are PER DOSE
- b) Rights to the semen shall transfer to the Breeder upon FCF's acknowledgement of this Agreement full executed by the Breeder and receipt of payment in full.
- c) After the shipment of semen there is no refund of the breeding fee.

- a) **The purchase price includes only the purchase of the semen. Any additional costs of transport of the semen to the breeder, storage from the purchase date, and other expenses of breeding are over and above the purchase price.**
- b) **The Breeder may produce as many foals as the Breeder is able from the semen, from different mares and/or over different breeding seasons.**

2. Shipping Information

- a) **Within 14 days of the Purchase Date, Breeder must either arrange for the shipment of the semen to an alternate storage facility or open an account with FCF for continued storage of the semen. Failure to move the semen within 14 days or open a storage account with FCF 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.**
- b) **Shipping expenses are payable prior to the semen shipment.**
- c) **Semen is shipped in specialized containers which shall at all times remain the property of FCF. The shipping container must be returned to FCF in good condition within the time frame listed on the container and by the method specified in the container documents. A late fee may be assessed for late return of the shipping container. Any loss of or damage to the container will be the responsibility of the Breeder and will be charged to the Breeder.**

SHIPMENT DESTINATION INFORMATION			
Attention:			
Address:			
Special Delivery Instructions:		Waive Signature:	YES or NO
Phone:	(phone)	(email)	

4. **GENERAL PROVISIONS:** This Agreement is the entire understanding between the parties with regard to the subject matter addressed herein. This transaction is deemed to take place within the State of Florida, United States of America, and the terms of this Agreement shall be interpreted according to Florida law. Any disputes arising hereunder shall be resolved first by mediation before a mediator familiar with both the applicable law and the customs and practices of the equine industry.

***** By signing my name below and entering today's date I accept the terms of this "Agreement" and I acknowledge that I understand that frozen semen is sold by the dose. Fox Creek Farm, Inc. is selling this semen "as is" with no warranties expressed or implied. There is no breeding contract and no live foal guarantee. Semen may be used however purchaser wishes with no limitations on the number of mares bred or number of foals that may be registered. It is the purchasers' responsibility to report breedings to the appropriate registry and to comply with the requirements of the registry of choice for any resulting foal registrations. All sales are final upon acceptance of delivery.**

The Breeder: _____

Date: