



Wide Pine Farm
315 Beauty Hill Rd, Barrington NH
TWO YEAR COOLED SEMEN SALES AGREEMENT-LANDSONG

This Agreement is made this _____ day of _____, 20____ by and between *Zoe A Flannery*, hereinafter referred to as 'SELLER' and,

NAME ('BUYER'): _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ FAX: _____
EMAIL: _____

Seller agrees to provide the Buyer with 1 dose of Frozen or Cooled Semen from the stallion **Landsong (DE 339473800)** in exchange for a non-refundable booking fee of \$250.00, due with the signing of this agreement, and a stud fee of \$1,000 due prior to the shipment the first dose of semen. Any additional dose of semen will be shipped in exchange of a collection fee of \$295.00 for cooled per insemination dose. All payment must be made payable to Zoe A Flannery in full before shipment.

MARE INFORMATION:

Registered Name: _____ Age: _____
Breed: _____ Registry: _____
Registration #: _____ Color: _____
Sire: _____ Dam: _____
Dam Sire: _____ Breeder: _____

Please include a copy of Mare's registration papers when returning this signed contact.

TERMS AND CONDITIONS:

1. The number of 05 ml straws per insemination dose will vary by collection date. Instructions, including number of straws per insemination dose will accompany each shipment of semen. Each breeding dose shall contain a minimum of 400 million progressively motile sperm, which upon thawing using the supplied thawing technique, shows at minimum of 20% post-thaw progressive motility.
For Fresh cooled semen sperm count, motility, collection and packaging procedures meet and/or exceed industry standards.
2. Seller makes no guarantees or warranties, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Agreement.
3. Seller shall provide frozen semen or fresh cooled semen from the stallion identified in this contract, and provides no other guarantees of the condition of the semen once the semen has left the semen storage/shipping facility.

4. Frozen semen from Landsong (Underline): Has Has Not Unknown resulted in pregnancies.
5. All sales are subject to availability and are final upon acceptance of this Agreement. All fees are payable upon execution of this Agreement. Buyer specifically agrees and understands that no semen will be shipped until all fees have been paid.
6. Seller reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Seller also reserves the right to discontinue service to any mare upon detection of mare carrying infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the buyer is obligated to substitute another mare to fulfill the terms of this agreement.
7. Additional booking and stud fees are waived if the mare does not take during the first breeding season. This contract will expire at the end of the second breeding year.
8. Buyer is responsible for compliance with registry requirements for the use of frozen or cooled semen and payment of any fees for the subsequent registration of foals conceived.
9. ONA/ISR, AHS, RPSI, and RUS have all forms and documents available needed for registration of mares and foals on their websites. The buyer will register the foal to document Landsong as sire.
10. The Buyer shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold Seller or any person employed or associated with Zoe A Flannery harmless for any and all damages associated therewith.
11. Buyer shall be responsible for sending a request of semen shipment to the semen storage/shipping facility and for contacting Seller for an authorization of shipment. Semen will not be shipped by any semen storage/shipping facility without authorization from the Seller. Authorizations of shipments will only be made Monday through Friday from 8:00 am to 4:00 pm, therefore all applicable fees must be received by the seller before this time.
12. Buyer is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

TNT Equine, 143 Randall Rd, North Berwick, ME 03906

(a) Container Security. Semen is shipped in specialized containers which shall at all times remain the property of TNT Equine if rented. For each shipment of semen, the rented shipping container must be returned to TNT in good condition within the timeframe listed on the container and by the method specified in the container documents. A Late Fee, as set out in the Distribution Fees, 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's credit card.

Distribution Fees as set forth by TNT Equine. All prices are subject to change.

Semen collection, evaluation, and processing for cooled shipment	\$295.00
Semen split collection for cooled shipment and additional mares \$106.00	\$106.00
Equitainer Rental Fees: Non-refundable deposit	\$37.00
Non-returned or destroyed container	\$371.00
Late fee for not being returned within 3 business days	\$10.00/day
Shipping Fees Fed-Ex (out and return) per weight & location from 143 Randall Rd, North Berwick, ME 03906	Price varies

Please contact TNT for current shipping fees, protocol and requirements.

Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

13. Seller shall not be responsible for lost semen shipments or delays in delivery not within the control of the Seller such as missed flights, weather delays, failure of third party service, or acts of God.
14. There will be no refunds on frozen or fresh cooled semen shipped to Buyer, and not used to inseminate mare. Frozen semen may not be returned to shipping/storage facility or Seller.

- 15. The frozen semen is not insured during shipment. Insurance for the value of the semen can be purchased through FedEx. Buyer is responsible for additional insurance fees.
- 16. Buyer agrees to present the foal for inspection with ISR/ONA, AHS, RUS or RPSI if the mare has not already been inspected and approved where Landsong holds a valid breeding license, Buyer must present both mare and foal.

This Agreement shall be interpreted in accordance with the laws in the State of New Hampshire. The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Buyer Signature: _____

Date:

Printed name: _____

Seller Signature: _____

Date:

Printed name: Zoe A. Flannery