

**W. CHARLOT FARMS LIMITED**

**R. R. # 3, #3780 Line 122, STRATFORD, ONTARIO, N5A 6S4, TEL.:(519)271-5322, FAX: (519)271-4021**

**COOLED SEMEN SALES AGREEMENT**

This agreement is made for the 2010 breeding season by and between W. Charlot Farms Limited c/o Augustin G. Walch (hereinafter "The Stallion Owner") and \_\_\_\_\_ (hereinafter "The Mare Owner"), for \_\_\_\_\_ (mare) and the stallion \_\_\_\_\_ (Cabardino, Viva Voltaire, Esprit D'Amour ,Futurist, Rio's Filius or Vasco da Gama). Mare is expected to be bred around \_\_\_\_\_ day of \_\_\_\_\_ (month).

- 1.) The Mare Owner hereby agrees to purchase cooled semen at the following breeding fee: US \$ 2,000 for Cabardino, US \$ 1,500.00 for Viva Voltaire or Futurist and \$ 1,250 for Rio's Filius, Vasco Da Gama or Esprit D'Amour plus shipping & handling cost of \$ 150 for a total payment (inclgd. Shipping cost) of \$1,650.00 for Viva Voltaire or Futurist, US \$ 2,150.00 for Cabardino and \$ 1,400.00 for Esprit D'Amour, Vasco or Rio's Filius. Payment in full has to be received by the stallion owner before any semen can be released.
- 2.) Mare Owner is to contact the Stallion Owner **at least one week** prior to expected date of shipment of fresh semen to give advance notice. Request for semen shipment needs to be made **by 5 p.m. EST via fax to 519-271-4021 using W. Charlot Farm's "Semen Request Form" the day BEFORE semen is collected and shipped.** Semen will be shipped by Fed Ex from Stratford, Ontario, via Buffalo, NY, as domestic shipments & delivered the following day by 5:00 p.m. . Same day service by air out of Buffalo, NY is NOT available to all airports; please enquire ahead of time if it is available to your destination. We collect stallions & ship semen on Mondays, Wednesdays and Fridays . We are shipping one dose of semen. If more requests for semen are being received than semen can be shipped, requests will be filled in order they are received. Any shipments made after July 15, 2009 or shipments ordered after we have left for Buffalo, NY, need to be shipped directly from Stratford, ON, via fedEx to the US in an equitainer. Equitainer is to be returned by Mare owner via **prepaid courier** the day following receipt of semen shipment. We will only ship in an equitainer if we do have a valid credit card number on file, which will be charged with \$ 450.00 if equitainer is not returned prepaid via courier within one week after semen was shipped out.
- 3.) Mare Owner warrants that said Mare is in sound breeding condition as determined by a qualified veterinarian. Mare Owner agrees that Mare will be bred by Veterinarian with considerable experience in A.I. who has access to a veterinary ultrasound machine.
- 4.) Should Mare fail to be in foal after initial insemination, Stallion Owner agrees to ship cooled semen for a repeat service **AFTER** receipt of i) signed veterinarian certificate confirming that mare is not in foal and ii) payment of \$ 350.00 to cover collection and shipping fees. For Cabardino we ship a maximum of three times (inclgd. Initial shipment) at these fees. Should mare fail to be in foal after third shipment, we will ship semen of any of our other stallions at mare owner's choice (s.t. stallion's availability) for a collection and shipping fee of \$ 350.00. Should mare owner wish to continue receiving semen of Cabardino, collection & shipping fee will be \$ 750.00 for the fourth and any subsequent shipments. Mare is entitled to return breeding privileges for ONE season following the initial breeding. The contract is not transferable.
- 5.) Mare Owner acknowledges that Cabardino, Futurist, Vasco da Gama and Esprit D'Amour **MAY** possibly show during 2010. Stallion Owner will make every reasonable effort to provide semen when required during the breeding season. Please contact Stallion Owner regarding Stallion's show schedules. The more notice we receive the easier it is for us to arrange for collection of stallions that are showing.
- 6.) Should the stallion die, become unfit for service or be sold, to fulfil this contract, the contract will be transferred to any other stallion standing at W. Charlot Farms that is available for collection (at mare owner's choice). Applicable repeat fees will have to be paid by mare owner.
- 7.) Both parties acknowledge that there is a life foal guarantee for all mares NOT OLDER than 14 years of age during 2010. Onus is on mare owner to submit proof of age (valid registration papers). There is NO life foal guarantee for mares older than 14 years during 2010 or for semen used to flush embryos and the repeat service is limited to a total of three shipments. For life foal guarantee to be valid, the following conditions must be met:
  - a) A licensed veterinarian must examine the Mare and advise Stallion Owner in writing of the mare's pregnancy status within 50 days after the last insemination date or by August 31, whichever comes first. If this notification is not provided, the life foal guarantee and return breeding privileges of this contract becomes null and void.
  - b) Should the mare not produce a live foal (i.e. a newborn foal that stands and nurses), the mare owner is entitled to return breeding. This guarantee shall only apply if the stallion owner is notified in writing within 72 hours of the foal's death. A statement of details by a licensed veterinarian must follow within 10 days or the guarantee becomes null and void. This clause is also binding in case of abortion. If the mare resorbs her pregnancy, we need written verification of this fact from your veterinarian.
- 8.) This agreement is binding upon the parties herein and reflects the entirety of their agreement.

\_\_\_\_\_  
Mare Owner - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stallion Owner/Agent - Signature & Date ...page 2....

**Mare Owner's Name:** \_\_\_\_\_ Telephone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State.: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

e-mail address: \_\_\_\_\_

**SSN or Tax ID number;** \_\_\_\_\_ required if we need to ship direct.

**Name of Mare:** \_\_\_\_\_ Year born: \_\_\_\_\_

Registration No. : \_\_\_\_\_ Breed Association: \_\_\_\_\_

Sire: \_\_\_\_\_ Sire of Dam: \_\_\_\_\_

Mare is currently: \_\_\_\_\_ barren; \_\_\_\_\_ maiden mare or expected date of foaling: \_\_\_\_\_

Please note that we can only include mares in our annual breeding report for which we have all the relevant information on or before August 31, 2010. **Please attach copy of mare's registration papers if available**

Name and address where semen is to be shipped:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

If semen needs to be shipped by air, ship to airport in \_\_\_\_\_.

Please indicate if semen will be used to flush embryos: \_\_\_\_\_ Yes \_\_\_\_\_ No.

Payment

***No semen will be shipped unless payment in full has been received! This applies to repeat shipments as well.***

Initial Breeding

Payment of Initial breeding and shipping fee ( \$ 1,650.00 for Viva Voltaire or Futurist, \$ 2,150.00 for Cabardino and 1,400 for Rio's Filius, Vasco da Gama or Esprit D'Amour) is due by cheque with breeding contract. Please make your cheque payable to W. Charlot Farms.

Payment for repeat services

Semen will only be shipped if stallion owner has received a cheque in the amount of \$ 350.00 to pay for collection and shipping fees of repeat service.

\_\_\_\_ I have enclosed a cheque in the amount of \$ 350.00 to cover fees for any repeat services which will be held by Stallion Owner and only deposited if and when repeat shipment of semen is requested **OR**

Alternatively, mare owner can hereby authorize Stallion Owner to charge any subsequent shipments to a credit card.

I, \_\_\_\_\_ (name of cardholder) hereby authorize W. Charlot Farms to debit my

\_\_\_\_ Visa card \_\_\_\_\_ MasterCard in the amount of \$ 350 for any repeat shipments of semen for my mare.

\_\_\_\_\_ card number \_\_\_\_\_ expiry date

\_\_\_\_\_ Signature \_\_\_\_\_ date of signature.