

SEMEN SERVICE AGREEMENT

The undersigned, _____ (“Client”), hereby engages Hagyard-Davidson-McGee Associates, PLLC d/b/a/ Hagyard Equine Medical Institute (“Hagyard”) to provide the services described herein, agrees to pay to Hagyard all fees described herein and otherwise incurred in connection with such services and to be bound by all terms and conditions of this Agreement, and affirms that all information provided below is complete and correct.

METHOD OF PAYMENT

Check one:

MasterCard Visa American Express Cash Check

If paying by credit card, you must have a valid credit authorization form on file with Hagyard at all times. Hagyard may refuse to provide further services in the event of a declined or expired credit card or returned check.

CLIENT INFORMATION

PRIMARY CLIENT CONTACT:

Check all that apply:

Owner of Stallion Owner of Semen Lessee Agent/Trainer

Name: _____ Email: _____

Address: _____

Phone: _____ home _____ cell _____ other _____

Fax: _____

OWNER (where applicable):

If Client is a Lessee or Agent/Trainer, please provide the following Owner information and a copy of any Lease Agreement or other document giving Client authority to act as Owner’s agent:

Owner Name: _____ Owner Email: _____

Owner Address: _____

Owner Phone: _____ home _____ cell _____ other _____

Fax: _____

OTHER AUTHORIZED REPRESENTATIVES:

Please list any other individuals authorized to direct Hagyard on Client's behalf. In addition to the Primary Client Contact and the Owner (where applicable) listed above, Hagyard will accept directions from these individuals for all matters, including without limitation emergency medical care for horses and collection, shipment and destruction of semen. Hagyard will accept directions from no other individual without written notice from Client. Client must promptly provide written notice of any change in this information.

Name: _____ Email: _____

Address: _____

Phone: _____ home _____ cell _____ other _____

Fax: _____ Relationship with Client: _____

Name: _____ Email: _____

Address: _____

Phone: _____ home _____ cell _____ other _____

Fax: _____ Relationship with Client: _____

SERVICES

Please check below all services that Client desires:

- Clean Out Collections (three or more semen collections to deplete sperm reserves; the number of collections is dependent on stallion semen quality)
- Semen Evaluation (may include Computer Assisted Sperm Analysis, nucleocounter sperm concentration, sperm morphology, and microbial culture)
- Equine Viral Arteritis serology (unless adequate vaccination history is provided)
- Equine Viral Arteritis Virus Isolation from Semen (if serology is positive or if required by regulatory agencies)
- Contagious Equine Metritis cultures
- Semen Test Freeze
- Semen Freeze: please state the desired number of doses _____
Is the frozen semen to be internationally exported? Yes No
If Yes, to what countries? _____
(Additional charges will apply for associated quarantine services, disease testing, and health papers.)
- Semen Storage
- Board

Additional fees & services may apply on a case by case basis.

DONOR STALLION INFORMATION

Registered Name: _____

Preferred Name: _____ **Registration No.:** _____

Age: _____ **Breed:** _____

Approximate height and weight of Donor Stallion: _____

Health Considerations and Treatments:

Reproductive History:

Has semen been frozen on this stallion before? _____

If yes, please provide contact information for the location where semen was frozen:

Have pregnancies resulted from fresh, cooled or frozen semen in the past?

Medical History:

Current Treatments/Supplements:

Management Considerations (i.e., is this horse in training?):

OTHER TERMS AND CONDITIONS

1. Term. This Agreement shall be in effect during any time that a Donor Stallion is on Hagyard's premises for services and any time there is semen belonging to Client stored at Hagyard, and continuing until all amounts due hereunder are paid in full. Both parties acknowledge that a Donor Stallion may be at Hagyard for services on an intermittent basis, with periods of absence between, and acknowledge that this Agreement shall remain in effect any time the Donor Stallion returns to Hagyard, and during any time that Client has semen stored at Hagyard, unless or until it is terminated or modified in writing by the mutual consent of the parties.

2. Fees. In addition to any other fees described herein, Client is responsible for all applicable charges in accordance with Hagyard's then-current fee schedule, including without limitation customary veterinary charges for care and board of Donor Stallion, preparation of Donor Stallion for departure, and all charges incurred for shipment of semen, including without limitation shipping media, air freight, courier delivery, and return container shipping. Hagyard will ship semen only in accordance with Client's written instructions. All fees shall be invoiced by and paid to Hagyard. Hagyard may change its fees from time to time and all services provided hereunder will be billed at the rates in effect at the time the services are provided. Fees for services are due regardless of the results of those services. Any balance not paid within 30 days after the date of invoice will accrue interest from the 30th day at a rate of 1.0% per month, and Hagyard may change such interest rate following thirty days advance written notice to Client.
3. Security Interest. Client hereby grants to Hagyard a security interest in any semen collected and/or stored by Hagyard to secure any amounts due for services provided by Hagyard under this Agreement. Client's failure to pay amounts due within 60 days after the date of invoice and failure to satisfy Client's obligations within 5 days after notice from Hagyard of Client's default constitutes Client's permission for Hagyard to sell any or all of Client's semen in Hagyard's custody to offset amounts due. Sale of semen may be by public or private sale, to one or more purchasers, at terms determined by Hagyard in its discretion, and Client shall execute or cause to be executed any breeding certificates and other necessary documentation to register foals resulting from semen sold by Hagyard. From any sale proceeds, Hagyard is entitled to recover invoiced amounts due and unpaid, interest thereon and the costs of collecting such amounts. Hagyard is not obligated to sell semen or to obtain any particular price for the semen, and may also destroy any semen for which storage fees are unpaid. Any amounts not recovered by Hagyard will remain due and payable, and interest will continue to accrue thereon until paid in full.
4. Quality Control. Client acknowledges that Hagyard is an affiliate of Select Breeders Service ("SBS") and in addition to Hagyard's own quality control standards, Hagyard adheres to such quality control standards as are prescribed by SBS from time to time. Client hereby grants Hagyard permission to ship an amount of semen from each lot to SBS for evaluation as may be required by SBS. Client will adhere to any recommendations of SBS following from such evaluation of the semen. Hagyard reserves the right to decline to provide or to continue to provide any service hereunder, including without limitation where the results of such evaluation do not meet the quality standards of Hagyard or SBS or where Donor Stallion exhibits behavior that in Hagyard's sole opinion make it unsafe or inhumane for Hagyard to provide services.
5. Indemnification and Waiver of Claims. In consideration of the services provided by Hagyard under this Agreement, Client hereby (1) agrees not to bring any action against Hagyard, its directors, officers, shareholders, employees, agents and assigns (collectively, the "Hagyard Parties), and (2) agrees to indemnify, defend and hold harmless the Hagyard Parties from and against any liability, claims, losses, damages and expenses

(including reasonable attorney's fees), in connection with or arising out of Hagyard's services, including without limitation any and all damage, injury or loss in any way related to Donor Stallion or the semen, the sale or destruction of semen in accordance with Section 3 hereof, and Client's breach of any of its representations, warranties or obligations hereunder. The foregoing shall be effective irrespective of the negligence or comparative negligence of the Hagyard Parties and shall be as broad and inclusive as permitted by applicable law; provided, Hagyard shall not be exempt from losses due solely to the willful misconduct or gross negligence of Hagyard as proven by clear and convincing evidence.

6. Risk of Loss; Insurance. Client assumes all risk of loss, damage or injury in connection with the services provided by Hagyard or with the presence of semen or Donor Stallion at Hagyard. Hagyard makes no guarantee or warranty with respect to the use or capacity of any semen collected, stored, tested, processed or distributed under this agreement. **HAGYARD DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SEMEN COLLECTED, STORED, TESTED, PROCESSED OR DISTRIBUTED UNDER THIS AGREEMENT.** Client recognizes that Hagyard's insurance covers no property interests with respect to Donor Stallion or semen collected or stored hereunder. Client shall be solely responsible for any desired insurance against damage or injury to or loss of Donor Stallion or semen collected or stored under the terms of this Agreement. Any insurance obtained by Client shall include a waiver of subrogation against Hagyard.
7. Limitation of Liability. In the event that semen stored at Hagyard is lost or destroyed while in storage at Hagyard due solely to the willful misconduct or gross negligence of Hagyard, not including destruction permitted pursuant to Section 3 above, Client agrees that Hagyard's liability shall be limited to the amount invoiced to Client by Hagyard to collect the semen actually lost or destroyed, not including any costs of storage. In the event such lost or destroyed semen was not frozen by Hagyard, Hagyard's liability shall be limited to \$20 per straw. Client agrees and acknowledges that in no event shall Hagyard be liable for any loss of profits, indirect, special, incidental or consequential damages, even if Hagyard has been advised of the possibility of such damages.
8. Client's Authority. Client represents and warrants that Client has full authority to enter into this Agreement and to make any and all decisions regarding the care of Donor Stallion and/or the use or shipment of any semen, as applicable, and is the party responsible for all terms and conditions hereof, including prompt payments of all charges. The person signing this Agreement represents and warrants that (1) he or she is authorized to sign this Agreement as the Client or on Client's behalf and provide all directions relating to the Services, including without limitation care of the Donor Stallion and collection, shipment and destruction of semen; (2) Client is the true and lawful owner of the Donor Stallion and/or of the semen collected, shipped or stored hereunder by Hagyard, as indicated on the first page of this Agreement; and (3) if a lessee of the Donor Stallion, Client has entered into a valid, binding, currently effective lease agreement concerning the Donor Stallion.

9. Entire Agreement. This Agreement (including any schedules and exhibits attached hereto) contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior discussions, agreements and understandings, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument duly executed by the parties.
10. Assignment. Client may not assign this Agreement without the prior written consent of Hagyard. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the respective successors, heirs, legal representatives, and permitted assigns of the parties hereto. This Agreement constitutes an agreement solely among the named parties and none of the agreements, covenants, representations or warranties contained herein is for the benefit of any third party not a named party to this Agreement. If the owner of Donor Stallion and/or semen stored hereunder transfers any interest in such Donor Stallion and/or semen, Client will immediately notify Hagyard of the transfer, and no further services will be provided by Hagyard until any new owner or owners have consented in writing to the continued effectiveness of this Agreement and Hagyard has received any documentation regarding the transfer that Hagyard may reasonably request. Regardless of the transfer of ownership of Donor Stallion and/or semen stored at Hagyard, Client shall remain obligated to pay for all services provided.
11. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky (without giving effect to its laws regarding conflicts of laws).
12. Waiver. Any provision of this Agreement may be waived only by a written instrument executed by the party to be charged with such waiver. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.
13. Jurisdiction. Each party irrevocably and unconditionally:
 - (a) consents to submit to the exclusive jurisdiction of the courts of the Commonwealth of Kentucky and of the United States of America located in the city of Lexington for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby;
 - (b) agrees not to commence any action, suit or proceeding relating thereto except in such courts;
 - (c) agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth above will be effective service of process for any action, suit or proceeding brought against such party in any such court;
 - (d) waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby, in the courts of the Commonwealth of Kentucky or the United States of America located in the City of Lexington; and

(e) waives and agrees not to plead or claim in any such court that such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

14. Severability. If any provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement, or remaining portions thereof, will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

CLIENT:

By: _____

Printed name: _____

Title: _____

HAGYARD:

Hagyard-Davidson-McGee Associates, PLLC d/b/a/
Hagyard Equine Medical Institute

By: _____

Printed name: _____

Title: _____

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