

HAGYARD

Equine Medical Institute

Equine Fertility Unit
4250 Iron Works Pike
Lexington, Ky 40511

FROZEN SEMEN AGREEMENT

[Including *Release* and *Indemnity* Agreement of Owner]

THIS FROZEN SEMEN AGREEMENT "Agreement" is made and entered into as of the _____ day of _____, 20____, by and between HAGYARD-DAVIDSON-MCGEE ASSOCIATES, PLLC, 4250 Iron Works Pike, Lexington, Kentucky 40511 ("HDM"), and _____ of _____ ("Owner");

WITNESSETH:

WHEREAS, HDM and Owner wish to enter into this Agreement which relates to frozen semen ("Semen") of the stallion described below:

<u>Stallion Name</u>	<u>Sire</u>	<u>Dam</u>	<u>Breed</u>	<u>Age</u>
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NOW, THEREFORE, In consideration of the Agreement of HDM to collect and/or store the Semen, the parties agree as follows:

1. TERM OF AGREEMENT, HDM CHARGES, SECURITY AGREEMENT. HDM has and/or will, at the request of Owner, collect and/or store Semen from the above referenced stallion. Upon request by HDM and thirty (30) days written notice to Owner, HDM may cease all of its duties hereunder and Owner shall arrange at his expense for the Semen to be stored otherwise than by HDM, in default of which HDM may dispose of the Semen in any manner it deems appropriate.

Owner acknowledges and agrees that HDM is willing to undertake any responsibility in regard to the Semen only under the terms and conditions of this Agreement. Owner

agrees to pay the charges of HDM as set forth on Exhibit A hereto. Owner further grants a security interest in the Semen to secure its agreement to pay all applicable charges of HDM which security interest shall be deemed perfected by possession of the Semen with HDM.

2. RELEASE AND INDEMNITY. Owner agrees that in consideration of HDM collecting and/or storing the Semen that Owner hereby waives the right to bring any action against, and agrees to indemnify and hold harmless and releases HDM from any liability, claims, damages, responsibility and/or expense (including reasonable attorneys' fees) in connection with or arising out of collecting and/or storing the Semen including, without limitation, any and all damage or loss in any way related to the Semen. The foregoing release and indemnity provisions shall, as stated above, shall be effective irrespective of the negligence or comparative negligence of HDM and shall be as broad and inclusive as permitted by applicable law; provided, the foregoing release and indemnity provisions shall not exempt HDM from losses due to the willful misconduct or gross negligence of HDM as proven by clear and convincing evidence. All references herein to HDM shall include all the directors, officers, shareholders, employees, agents, attorneys, and assigns of HDM.
3. RISK OF LOSS, INSURANCE. Owner, by execution of this Agreement, understands that he assumes all risk of loss of Semen collected and stored under the terms of this Agreement and agrees that the responsibility of insurance against loss of Semen stored under the terms of this Agreement is solely the responsibility of Owner and Owner further agrees that any insurance obtained by Owner shall include a waiver of subrogation against HDM.
4. AGENT WARRANTIES. In the event this Agreement is executed by an agent on behalf of the Owner, the agent hereby personally, individually, and severally represents, guarantees and warrants to HDM that agent is fully authorized to execute this Agreement and further affirmatively agrees that a copy of this Agreement shall be promptly delivered to Owner either before or immediately after its execution by agent. Agent hereby agrees to indemnify HDM for any and all claims made by Owner based upon this Agreement not being effective due to the lack of authority of agent.
5. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties in any way relating to or connected with the Semen including, without limitation, its collection and/or storage except and unless any further agreement shall be made by the parties which is in writing and signed by each of the parties or their duly authorized representatives.
6. GOVERNING LAW JURISDICTION. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and each of the parties hereto agree to

submit themselves to the exclusive jurisdiction and venue of the Fayette Circuit Court and/or the United States District Court for the Eastern District of Kentucky at Lexington.

- 7. FACSIMILE. The parties hereto agree that a facsimile of a counterpart of this signed Agreement constitutes an original counterpart and shall be a valid and binding document for all legal and other purposes.
- 8. COUNTERPARTS. This Agreement may be executed in multiple counterparts by the parties hereto. All of such counterparts shall be construed as if all signatures were appended to one document.
- 9. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, personal representative, successors and assigns.
- 10. PRONOUNS. Use of the masculine, feminine, neuter, singular, or plural pronouns shall be construed as interchangeable as the context may require.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HAGYARD-DAVIDSON-MCGEE ASSOCIATES, PSC

BY: _____

OWNER: _____

nlt

HAGYARD

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859-255-8741

EXHIBIT "A"

Charges for Semen Freezing and Frozen Semen Storage:

- A. Test Freeze - \$550.00 plus \$200.00 semen collection fee
- B. Semen Freezing - \$450.00 per semen collection plus \$200.00 semen collection fee
- C. Semen Storage – Two cents (\$.02) per dose per day of storage in Liquid Nitrogen. Charges to start day of last freezing session (all size straws) or when straws arrive at HDM. Minimum of \$20.00 per month to be billed quarterly

(Signature)

(Date)