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## THESE IRONS ARE HOT BREEDING CONTRACT –FROZEN SEMEN

This Agreement, by and between Gumz Farms Quarter Horses, LLC (“Gumz Farms”) and the undersigned Owner or Lessee of the mare described below (“Mare Owner”):

1. Engagement. The Mare Owner hereby engages one breeding service to THESE IRONS ARE HOT (the “Stallion”) for the mare (the “Mare”) listed below for the 2018 breeding season.

Mare Name: \_\_\_\_\_ Registration No.: \_\_\_\_\_

2. Breeding Fee. The breeding fee shall be \$ 1250.00 which is due upon execution of this Agreement. Mare Owner agrees to pay the balance of the breeding fee and any other fees and expenses before any shipment of semen shall be made. In accordance with Kentucky law, sales tax will be assessed on the breeding fees for all in-state mares.

1. Shipping Terms and Conditions. The breeding fee includes up to **2 doses** of frozen semen, with each additional dose to be purchased at \$500 each. Each dose of frozen semen is defined as a single insemination unit which includes a minimum of 600 million total sperm, which, upon proper thawing, show at least a 30% post thaw motility.

a. \$800 Dry Shipper deposit is due prior to the first shipment of semen. Dry Shippers are the preferred shipping container. The Dry Shipper must be returned to Gumz Farms at Mare Owner’s expense within three (3) days of its arrival. Failure to comply with this term will result in the accrual of a \$25 per day late fee and the potential forfeiture of the Dry Shipper deposit and an additional deposit will then be required for any subsequent shipments. Any loss or damage to the Dry Shipper or any of its parts or pieces will be the responsibility of the Mare Owner and any compensation for loss or damage may be taken from the deposit. The deposit may also be held until any balance due for shipping expenses and late fees have been paid. Mare Owner is responsible if the Dry Shipper is lost or damaged during return shipping.

b. Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. The Mare Owner should inspect the Dry Shipper and ensure that the zip tie is intact on the latch and that the inside of the Dry Shipper is frosted when opened to transfer the semen. If the Dry Shipper is not sealed and cold upon arrival, a claim with Fed-Ex should be filed immediately. Thawing instructions will be included with the shipment. The frozen semen can be damaged if the straws are out of the tank for more than 8 seconds. Gumz Farms is not responsible for frozen semen that has been mishandled.

3. Semen Handling. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of frozen semen. Gumz Farms agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of Gumz Farms under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder’s certificate. Any unused semen must be returned to Gumz Farms or, with written permission, destroyed by a veterinarian. If multiple shipments of semen are requested, Gumz Farms reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. Gumz Farms in its sole discretion may refuse to ship semen if Gumz Farms believes the insemination is not proper or the Mare is not healthy.

4. Disclaimer. Gumz Farms will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. . Gumz Farms makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Gumz Farms makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Mare Owner hereby disclaims and releases Gumz Farms from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that Gumz Farms has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited train. GUMZ FARMS DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED,