

Majestic Gaits

Kathy Hickerson
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Frozen Semen Breeding Contract (Polansky or Lancet Semen Only)

This contract is made this _____ day/month of 2011 by and between Majestic Gaits and Buyer.

BUYER:	Semen to be shipped to (if other than Buyer):
Name: _____ "Buyer"	Contact Name: _____
Business: _____	Business: _____
Street: _____	Street: _____
Town: _____	Town: _____
State: _____ ZIP: _____ Country _____	State: _____ ZIP: _____ Country _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

for breeding using "Frozen Semen" by the stallion **Polansky** or **Lancet**. This contract is subject to the following terms and conditions:

MARE: (One Mare per contract only)

Please complete thoroughly. The following is the information on the Mare to be bred:

Mare's Name: _____

Registration Number: _____

Studbook/Registry of the Mare: _____ (ie: KWPN-NA, SWANA, AHHA, AHS, CSHA, CWHBA, Westfalen, Rhineland, AWS, AWR, ISR, GOV, RPSI, BWP, Jockey Club etc.)

Date of Mare's birth: _____

Studbook/Registry the foal will be registered: _____ (KWPN-NA, AHS, RPSI, BWP, ISR Oldenburg, GOV Oldenburg, CSHA, CWHBA, Westfalen, SWANA, AWS or AWR)

A copy of the mares registration papers is due with this contract. We would appreciate a picture of the mare.

Total Enclosed: \$ _____ Check #: _____ Credit Card Type: _____

Credit Card Number: _____

Credit Card Expiration Date: _____ 3 Digit Code on back of card _____

Federal Express Account #: _____

ALL semen FEEs must be paid prior to any semen is shipped. Fees can be paid online through the website using Paypal and your Visa/Mastercard account number to pay for www.paypal.com is kathy@majesticgaits.com

NOTE: There is a \$20/dose fee when paying the Stud fee using Paypal or a Credit Card
of doses. _____ * \$20 = _____

Frozen Semen Stud Fee: _____ (# of doses) * _____ (price/dose) = _____
(see price list on frozen semen page at www.majesticgaits.com)

Import Fee \$275/3 doses or _____ # of doses * \$100/dose = _____

Fedex Shipping: \$175-\$225 (approximate, we will charge your Fedex # or Credit Card at time of shipping)

Canadian Shipments: \$200 USDA Health Certificate/collection

Note: Canadian customers are required to get an import permit.

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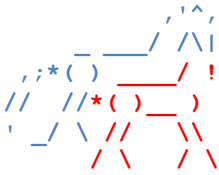
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Conditions:

This contract covers each purchase of a Frozen Semen breeding for 3 breeding doses of Frozen Semen for a stallion. Each dose will contain the correct amount of straws required for each breeding dose. This amount is determined in Holland after each collection. The number of straws required is provided to you when your Frozen Semen is shipped to you.

The frozen semen has been tested in Holland and is EVA negative.

The Buyer should insure that the Stallion is available with Majestic Gaits or give at least 1 months notice of the stallion that they would like to purchase, so that the Frozen Semen can be imported. The Buyer should identify to Majestic Gaits as early as possible, which Stallion that they are considering so Majestic Gaits can try to make those Stallions Frozen Semen is in stock at Majestic Gaits.

The Frozen Semen will be shipped in a Liquid Nitrogen "Dry Shipper" at the Buyers shipping expense. The use of the Dry Shipper is free. The shipment should be planned at a minimum of 2 weeks prior to when you plan to breed your mare, so that a Dry Shipper can be made available and charged with liquid nitrogen. The Frozen Semen will be shipped as soon as you have decided on a stallion, purchased the Frozen Semen and a Dry Shipper is available. You should not wait to ship the semen, as a Dry Shipper may not be available. The earlier you request the shipment of the Frozen Semen, the less chance there will be a problem making a Dry Shipper available. Customers may provide their own Dry Shipper.

No Frozen Semen will be shipped until all fees are paid. This includes the Frozen Semen stud fee, the Import fee and shipping fee. If you would like to use a Credit Card or Paypal (which uses credit cards) there is a \$15 fee/dose to cover our credit card expenses.

You will need to arrange for liquid nitrogen storage for your semen when it arrives. If you do not have a Liquid Nitrogen Storage Tank of your own, often your vet will have one or know of one. You should ask if they charge you for storage of the semen. You must transfer the semen immediately from the Dry Shipper into a Liquid Nitrogen Storage Tank and return the dry shipper back to Majestic Gaits per the instructions provided with the Dry Shipper. We need the Dry Shipper returned promptly. \$25/day will be charged for Dry Shippers that have not arrived at Majestic Gaits within 7 days of shipping. Failure to transfer the semen within 24 hours of receipt will void this contract and may have jeopardized the integrity and quality of the frozen semen. Majestic Gaits is not responsible for the frozen semen once it has been shipped. Insurance is required on each shipment for the container and the frozen semen with Federal Express. Once the semen arrives, it should be checked promptly. The tank should be frosty when opening it. A report of damaged shipment must be filed by the Buyer within 24 hours or insurance is not valid. It is the responsibility of the Buyer to file this report.

Majestic Gaits will call the person who will be receiving the semen to insure a Liquid Nitrogen storage facility is available and ready for the Frozen Semen and that someone will be there to receive the Frozen Semen when it arrives. The shipment will be insured with Federal Express for the price of the Frozen Semen Stud Fee and the container. The shipment is sealed with a plastic tie wrap. The Buyer should insure that this tie wrap has not been broken and that the Dry Shipper is frosty when first opened to transfer the Frozen Semen. The Frozen Semen should not be held out of the tank for more than 8 seconds or the Frozen Semen could be damaged. If the shipment did not arrive sealed and cold, a claim should be made by the Buyer to Federal Express promptly. Majestic Gaits is not responsible for Frozen Semen that has been mishandled.

You will receive 3 breeding doses of each Stallion Frozen Semen purchased. All 3 breeding doses are shipped in 1 shipment. This frozen semen is yours to use as you like. If you get your mare pregnant with 1 breeding dose, you can use the 2 breeding doses on another mare. You can sell or share it with someone else. Majestic Gaits does appreciate hearing about how it worked for you and how the foals turned out. Please DO NOT use all 3 breeding doses for 1 insemination. That will void this contract.

We recommend that you breed the frozen semen within 4-6 hours post ovulation. The closer you get to ovulation, the better your chance is to getting your mare in foal. Post ovulation ensures that you do not have to use more than 1 dose per heat cycle. Majestic Gaits suggest that your veterinarian do a breeding soundness exam on your mare before you

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decide to breed your mare. A culture and biopsy should be done prior to breeding to insure that the mare is clean and is in good condition for breeding. This will save you money by taking these tests and ultimately reduce your veterinarian and semen costs. Your breeding veterinarian can advise you the best.

Backup Options:

If you use 3 breeding doses on the one Mare identified in this contract over a minimum of 2 breeding cycles and still do not get your mare in foal, you may:

- **Switch to Fresh Semen with one of the stallions standing at Majestic Gaits for the booking fee and switch to a regular live foal guarantee or**
- **Buy additional doses at ½ price stud fee**

See the Fresh Semen and Frozen semen Backup Contracts available at www.majesticgaits.com or by contacting Majestic Gaits directly for further details on backup options and requirements.

Majestic Gaits will require a letter from the breeding veterinarian containing the following information:

- The Mare has bred on at least 2 different heat cycles, using all 3 doses of the frozen semen.
- The breeding condition of the Mare, including biopsy, culture and blood test results and ultrasound findings.
- Treatment that was used on the mare, including uterine flushes, hormones such as HCG and Ovuplants.
- Breeding history should be provided with this contract.
- That the Mare is considered breedably sound.

FEES – Frozen Semen:

1. Stud Fee: You Majestic Gaits sends the stud fee to the owners Holland. Paypal or a credit card may be used for the stud fee. We charge a fee of \$20/dose to help cover our credit card costs for the stud fee..
2. Import Fee \$250 per Frozen Semen Stallion breeding, payable to Majestic Gaits. This fee covers importing the semen, storage at our facility until shipped to you and charging of the Dry Shipper. Individual doses are \$85/dose.
3. Shipping Fee: Depends upon where you are located, approximately \$175-225 to ship to you and back with Federal Express. We can estimate this for you for your location upon request. This is payable using a credit card or Federal Express account number. Insurance for our tanks and the semen is required when shipping.
4. Dry Shipper Rental: Free. The Dry Shipper must be returned back to Majestic Gaits within 7 days of the day it left Majestic Gaits. We ship overnight express and ask for it to be returned on a cheaper 2 day guarantee mailing cost. During the peak shipping season, we may ask that you ship back overnight express. A \$25/day fee will be charged for every day the Dry Shipper has not been received back at Majestic Gaits after 7 days.

ASSIGNMENT:

1. This Contract may not be transferred to another Buyer.

Law

The terms of this Agreement shall be governed by the laws of the State of New Hampshire.

Breach

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs. Executed this ____ day of _____ 2011.

Majestic Gaits, Kathy Hickerson "Seller"

"Buyer"