

# Sans Souci Show Horses

## Transported Semen Contract

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between SANS SOUCI SHOW HORSES (SSSH) and \_\_\_\_\_ (Purchaser).

Whereas, the Stallion WARRANTY Registration #255819 is standing at SSSH and

Whereas, purchaser owns or is leasing the following mare ("Mare"):

\_\_\_\_\_(name)  
\_\_\_\_\_ dam \_\_\_\_\_ sire

and

Whereas, Purchaser owns a 200\_\_ breeding for the aforesaid mare to the aforesaid stallion and desires to have the semen shipped to satisfy said breeding right.

Therefore, it is agreed by and between the parties hereto that SSSH will ship semen from the aforesaid stallion to Purchaser for use on the aforesaid mare on the terms and conditions set forth herein:

SANS SOUCI SHOW HORSES  
250 Grace Greenlee Road  
Marion, North Carolina, 28752  
Telephone/Fax: (828) 756-4216

By \_\_\_\_\_ Date \_\_\_\_\_  
Sans Souci

By \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser

### TERMS AND CONDITIONS

**Delivery of Semen:** SSSH agrees that if Purchaser complies with all terms herein SSSH will collect and deliver to a commercial shipper fresh semen from the aforesaid stallion. Purchaser accepts all risks of shipment and SSSH accepts no responsibility for delays in the shipment of the semen or damages to the semen during shipment. Purchaser agrees that semen will be delivered subject to the reasonable availability of a commercial shipper and the conditions as set forth in this agreement.

**RESPONSIBILITIES OF PURCHASER PRIOR TO SHIPMENT:** Prior to any shipment the Purchaser shall:

- 1) Deliver to SSSH a copy of a duly executed SSSH Breeding Contract.
- 2) Deliver this Agreement fully executed.
- 3) Deliver to SSSH payment of \$300 as a refundable deposit on the shipping container and

its accessories.

4) Deliver to SSSH a nonrefundable fee of \$250 plus Fed Ex or similar carrier charges (charges average \$55-\$60, if purchaser has a Fed-ex account number then please indicate it on the contract). This fee shall entitle Purchaser to receive one shipment of semen for an individual mare during the same breeding season. If Purchaser requires more than one shipment of semen for an individual mare, Purchaser shall pay to SSSH an additional fee of \$ 225 plus Fed Ex or similar carrier charges in advance for each shipment. SSSH reserves the right to discontinue shipments in excess of six in a single breeding season at its own discretion.

**NOTE!** All shipments are made by commercial carriers such as Federal Express. These services are not available for Sunday delivery or shipment and charge premium rates for Saturday delivery or early morning delivery which is not available for all locations. Therefore, if Purchaser requires shipment or delivery on Sunday (or Saturday if Federal Express is not available) it must be made by a commercial airline such as Delta. If available and sent, shipment would have to be picked up at the nearest airport by Purchaser. All costs for shipment by commercial air carrier and for courier to the airport are to be paid by Purchaser and any increase for Saturday delivery or for early morning delivery shall be paid by the Purchaser. These charges are in addition to the charges set forth above.

5) Purchaser shall notify SSSH 48 hours prior to anticipated need for semen transport (required) and again prior to 11:00 a.m. Eastern Standard time on the date collection and shipment are requested.

6) Designated address for semen shipment: SSSH agrees to ship semen to the location designated by the Purchaser, the address for shipment is:

Name: \_\_\_\_\_  
Street address (Not P.O. Box) : \_\_\_\_\_  
City, State, Zip code: \_\_\_\_\_  
Phone: \_\_\_\_\_

Fed Ex account # for shipping \_\_\_\_\_.

Purchaser certifies that a Veterinarian or certified A.I. Technician familiar with insemination through transported semen has been retained for performing insemination of the Mare.

**ADDITIONAL RESPONSIBILITIES OF PURCHASER:**

1) Purchaser agrees to return the shipping container to SSSH within four (4) days of Purchaser's receipt of container. If the shipping container and its accessories are returned to and received by SSSH in good condition within the seven (7) of SSSH shipping the container, the \$300 deposit shall be credited to any outstanding bill of the Purchaser or returned to Purchaser after the mare is checked in foal if there is no outstanding bill. If not returned to SSSH within the seven (7) days of SSSH shipping the container a penalty of \$25 per day will be assessed as a late fee. Purchaser shall bear the cost of returning the shipping container and its accessories to SSSH, Purchaser accepts all liability for loss of or damages to said container.

2) All requirements for foal registration, including blood-typing or DNA testing, the transported semen permit and any other registration requirements shall be the responsibility of the Purchaser. Purchaser agrees to correctly complete all forms required by the appropriate registries. Subject to the provisions of the Breeding Agreement and this Agreement, SSSH agrees to cooperate in any reasonable manner in the Purchaser's attempt to register the foal if all the fees have been paid.

3) The Purchaser shall assume all responsibility for the condition of the Mare and shall bear all risks of loss or damage to the Mare and agrees to hold SSSH, its agents and employees harmless from any and all damages associated with the Breeding Agreement and this Agreement.

**ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT:**

1) This Agreement supplements the SANS SOUCI SHOW HORSES Breeding Agreement and all applicable terms of said Agreement govern this Agreement.

2) SSSH agrees to provide semen subject to the rules of the Arabian Horse Registry of America Inc., The National Show Horse Registry or the Half-Arabian Registry as are applicable and Purchaser submits to the rules of the applicable organization(s).

3) **AVAILABILITY OF SEMEN:** Semen is delivered on a first come first served basis. The Stallion shall be collected no more than once a day. Semen will be available for the purpose of transporting only if the quantity requested for transport is on hand after all mares on the farm to be bred to the Stallion that day have been covered. Purchaser expressly acknowledges that all orders for semen are subject to availability, in any event, no semen shall be shipped after \_\_\_\_\_ of the year booked.

4) Semen is shipped on the understanding that it is to be used solely to breed the mare named in this Agreement. Any attempt to use any portion of any semen shipped to Purchaser to breed any mare other than said mare shall automatically terminate all obligations of SSSH, including but not limited to any live foal guarantee, re-breeding rights, rights to any additional semen and the responsibility to register any offspring produced by the use of the semen, including the originally intended foal. All of the Purchaser's rights provided by this Agreement or the Breeding Agreement shall be forfeited and the Purchaser shall be liable for the amount up to the cost of breeding for every unapproved mare inseminated whether a foal is produced or not.

5) Neither SSSH nor Grace Greenlee nor their agents or employees nor any veterinarian assisting in the collection or shipping guarantee the conception rate, quality, or productivity to be obtained in connection with the use of its products or recommended techniques. Except for warranties expressly made in this Agreement and the Breeding Agreement, **ALL IMPLIED WARRANTIES INCLUDING WARRANTIES FOR MERCHANTABILITY AND FOR FITNESS OR FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SSSH AND WAIVED BY PURCHASER.**

6) Neither SSSH nor Grace Greenlee or their employees and agents nor any veterinarian assisting in the collection or shipping shall be liable for special, indirect, incidental, or consequential damages including without limitation any damages arising from the non-performance of obligations which the purchaser may have undertaken to any third party in reliance on SSSH's promises and representations in the Agreement or the Breeding Agreement. The remedies set forth in the Breeding Agreement as supplemented by this Agreement are **THE SOLE AND EXCLUSIVE REMEDIES**, and the liability of SSSH and Grace Greenlee, the employees and agents of SSSH and any veterinarian assisting in the collection of shipping with respect to any agreement of sale or anything done in connection therewith, including but not limited to liability in contract, tort, or otherwise shall not exceed the price of the breeding fee. Purchaser expressly waives all other remedies, statutory or otherwise. Purchaser further acknowledges that the exclusion of remedies is neither unreasonable or unconscionable.

**7) EXCUSE BY FAILURE OF PRESUPPOSED CONDITION:** Failure of performance under this Agreement is not a breach of either party's duty if performance as agreed has been made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic assumption of which the Agreement was made, including but not limited to the following: Compliance in good faith with any applicable foreign or domestic government regulation or order whether or not it later proves to be invalid: acts of God; war; riots; uprisings; fire; and explosions.

**8) ENTIRE UNDERSTANDING:** This Agreement and the aforementioned Breeding Agreement contain the entire understanding of the parties and any prior agreements, whether written or oral with respect to the said agreements are expressly superseded.

**9) MODIFICATION:** No modification, amendment, or alteration of any provision of the Agreement or the Breeding Agreement shall be effective unless contained in a written agreement signed by the parties and delivered to the respective party. Such modification, amendment, or alteration shall be effective only in the specific instances and for the specific purposes for which given.

**10) WAIVER:** The failure of either party to this Agreement or the Breeding Agreement to insist on the performance of any of the terms or conditions of these agreements or the wavier of any breach of the terms of these agreements shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges.

**11) HEADINGS:** The paragraph headings in this Agreement and the Breeding Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

**12) CHOICE OF LAW, JURISDICTION, AND VENUE:** This Agreement and the Breeding Agreement, and all matters collateral thereto shall be governed by and interpreted in accordance with the laws of North Carolina. At the option of SSSH, jurisdiction and venue for any dispute arising under or in relation to this Agreement shall be only in McDowell County, North Carolina. Purchaser hereby submits to the jurisdiction of the courts of said state and county for any action under this Agreement and/or the Breeding Agreement.

**13) ATTORNEY'S FEES:** Attorney's fees shall be paid as set forth in the Breeding Agreement.