



**TRANSPORTED FROZEN SEMEN AGREEMENT**

THIS AGREEMENT, effective \_\_\_\_\_, is entered into by and between Boechat Performance Horses, LLC. (Boechat Equine) and (hereinafter "Client"): \_\_\_\_\_ Phone Number \_\_\_\_\_ Address: \_\_\_\_\_

Whereas, the Registered Stallion \_\_\_\_\_, **Registration #** \_\_\_\_\_ is standing at Boechat Equine for the 2010 breeding season which terminates on July 31, 2010. The Client is owner or lessee of the following mare (hereinafter "Mare"):

Name of Mare: \_\_\_\_\_ **Registration #** \_\_\_\_\_

Sire of Mare: \_\_\_\_\_ Dam of Mare: \_\_\_\_\_

Whereas, Client has purchased a 2010 breeding for the Mare to \_\_\_\_\_ and desires to have live, frozen semen shipped to Client using the dry shipper method to satisfy said breeding right. NOW, THEREFORE, THE PARTIES HEREBY AGREE that Boechat Equine will have the semen shipped from Boechat Equine to Client for the Mare on the following terms and conditions:

1. Stallion Breeding Contract fee or Re-handling fee must be paid in advance of shipping semen.
2. **A \$500.00 FLAT RATE PER SHIPMENT INCLUDES CONTAINER RENTAL, HANDLING FEE AND PRIORITY OVERNIGHT SERVICE WITHIN THE UNITED STATES.** The fee does not include refundable dry shipper container deposit. A shipping container deposit of \$1,000.00 is required to be held on a credit card and will be refunded upon return of the container. Priority Overnight Federal Express shipping fees are charged for every shipment. Additional \$100.00 charge apply for Same Day Federal Express shipping (not recommended) and counter-to-counter shipping. Counter-to-counter shipments may not be available and are dependent upon flight schedules of contracted air carriers.
3. The shipment of semen to the Client will be done by Boechat Equine.
4. Refundable Dry Shipper Container Deposit of \$1,000.00 must be paid to Boechat Equine **before** shipment will be sent. Deposit will be refunded when the dry shipper is received in good condition by Boechat Equine
5. Return shipment fee of the shipping container is the responsibility of the mare owner. The Client must return the dry shipper by overnight service to arrive at Boechat Equine no later than 3 days after Client's receipt. **Client shall pay a \$25.00 per day charge if the shipping container is not received within that time period and subsequent shipments of semen will not be made until the container is returned.** If dry shipper has not been returned within a 2-week period Client will be charged \$1,000.00.
6. **THE CLIENT SHALL NOTIFY BOECHAT EQUINE WITH A MINIMUM OF 48 HOURS PRIOR TO SHIPMENT OF SEMEN. ORDERS MUST BE PLACED BY 10:00 A.M. CST ONE DAY BEFORE SHIPMENT.**
7. Priority in semen transport will be given to those who book first and who give 72 hours advance notice (before 10:00 A.M. CST two days before semen is scheduled to be shipped).
8. Boechat Equine mailing and shipping address: **23781 130<sup>th</sup> Street, Maysville, OK, 73057, Phone number: (405) 802-1710.**
9. **Breeding Season is from February 1, 2010 until July 31, 2010.**
10. **WARNING, UNDER OKLAHOMA LAW (OK STATUTE TITLE 76 SEC. 50.1 ET SEC.) A LIVESTOCK ACTIVITY SPONSOR, A PARTICIPANT OR A LIVESTOCK PROFESSIONAL ACTING IN GOOD FAITH AND PURSUANT TO THE STANDARDS OF THE LIVESTOCK INDUSTRY SHALL NOT BE LIABLE FOR INJURIES TO ANY PERSON ENGAGED IN LIVESTOCK ACTIVITIES WHEN SUCH INJURIES RESULTS FROM THE INHERENT RISKS OF LIVESTOCK ACTIVITIES.**
11. We accept checks payable to Boechat Performance Horses, LLC., cash or Visa , MasterCard credit cards. A fee of \$40.00 will be charged for returned checks.

**Client has read, understands and agrees to all the terms and conditions of this agreement.**

Client: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
For Boechat Equine