

WATERMARK FARM



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Frozen Semen Contract

This contract made by and between Watermark Farm (“The Rawles”) and _____ (Purchaser) for breeding of the Mare named: _____ Registration No: _____ to the Stallion named _____ for the 2011 breeding season (“Present Breeding Season”); subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE:

Frozen Semen

2. **THE MARE:** The mare to be so bred is (Breed): _____ Color _____
Year Foaled _____ Sired by: _____ Out of: _____
Sired by: _____

3. **FEES:** Purchaser agrees to pay Watermark Farm the following fees:

Frozen semen from Watermark Farm is purchased by the breeding dose. The listed price for each stallion is for a single dose to be utilized for a single insemination. Multiple dose discounts are available for some stallions and are also listed.

Adamant: \$550 or \$975/2

Again and Again: Private Treaty

Waldaire \$450 or \$800/2

Avebury WF: \$300 or \$550/2

Showtime WF: \$200 or \$350/2

Dressage Royal: \$1500

Wizard WF: Private Treaty

(please circle your stallion of choice)

The sale of frozen semen will contain no warranty, guarantee or liability for Watermark Farm or the agents of Watermark Farm. All frozen semen is tested EVA & CEM Negative. All fees must be paid in full before **any** semen will be shipped.

Mare Passport must be completed by October 30 of the breeding year.

Frozen semen tanks must be returned to Select Breeders Services of Colora, MD. The rental fees, shipping and handling of all frozen semen will be billed **directly** to the mare owner by SBS. All breeding fees must be paid to Watermark Farm in advance. Shipping arrangements must also be done in advance in cooperation with Select Breeders Services.

Returning the container: After the receipt and use of the semen, the vapor shipper must be returned **immediately** to SBS. Select Breeders Services, 1088 Nesbitt Road, Colora, MD 21917. Telephone (877) 658-3228, Fax (410) 658-3339. Email: info@selectbreeders.com

ALL FEES AND COSTS MUST BE PAID 10 DAYS BEFORE SEMEN WILL BE SHIPPED.

4. **Reservations for semen:** Due to the nature of frozen semen, the Mare Owner hereby understands that there are limited quantities of Adamant and Again and Again Frozen Semen and that it will be sold on a case by case basis. Dressage Royal is available for distribution in North America. Ample supplies from Avebury WF and Waldaire are available for purchase. Avebury WF and Waldaire can be exported to the EU.
5. **Return of service:** *I understand and acknowledge that the return of service does not apply to the sale of Frozen Semen.* _____ (Mare Owner initials)
6. **Refund of Fees:** *The Mare Owner understands and acknowledges that there is no refund of fees whatsoever for the sale of frozen semen.* _____ (Mare Owner Initials)
7. **Warranty:** Watermark Farm is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.
8. **Governing Law:** This contract shall be governed by the laws of the Commonwealth of Pennsylvania and shall be binding upon the parties hereto and their personal representatives.

In witness whereof, the Parties hereto have hereunto set their hands and seals.

Watermark Farm: _____

Purchaser (signature): _____

Purchaser (please print): _____

Address: _____

Phone: _____ Fax: _____

Address for Semen Shipment: (if different than the address listed above) _____

Veterinarian's name: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

