



FROZEN SEMEN SALES AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between Sigma Warmbloods, hereinafter referred to as 'SELLER' and,

NAME ('BUYER'): _____

Seller agrees to provide the Buyer with **1 dose/s** of Frozen Semen from the stallion **APANARDE CH** in exchange for a non-refundable fee of **\$525.00** per insemination dose, payable to Sigma Warmbloods.

MARE INFORMATION:

Registered name of mare: _____ Age: _____

Breed: _____ Registry: _____

Registration #: _____ Color: _____

Sire: _____ Dam: _____

Dam Sire: _____

TERMS AND CONDITIONS:

1. A "dose" is defined as a single insemination unit (4-6 x 0.5 mL straws) containing a minimum of 300 million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a 35% post-thaw progressive motility.
2. Seller makes no guarantees or warranties, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this Agreement.
3. Frozen semen from APANARDE CH has resulted in pregnancies.
4. The stallion APANARDE CH has been tested negative for: EVA.
5. All sales are subject to availability and are final upon acceptance of this Agreement. All fees are payable upon execution of this Agreement. Buyer specifically agrees and understands that no semen will be shipped until all fees have been paid.
6. **There is no live foal guarantee.**
7. Buyer is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.

Stallion Agent will issue registry required breeding certificates providing receipt of written notification signed by the attending veterinarian detailing dates of insemination and

pregnancy examinations, pregnancy status as well as identification of the mare that was bred. Breeder must submit all insemination and pregnancy reports by August 15th, _____.

8. The Buyer shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold Seller or any person employed or associated with Sigma Warmbloods harmless for any and all damages associated therewith.
9. Buyer is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

Alta Genetic INC., RR2, 263090 RR 11, BALZAC, Alberta, T0M 0E0, Canada

Phone: 403-226-0666 Fax: 403-226-4255 Email: info@altagenetics.com

Please contact them for current handling and shipping fees, protocol and requirements. We strongly recommend arranging shipments well in advance of breeding date!

10. Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.
11. Seller shall not be responsible for lost semen shipments or delays in delivery not within the control of the Seller such as missed flights, weather delays, failure of third-party service, or acts of God.
12. The frozen semen is not insured during shipment. Insurance for the value of the semen can be purchased through FedEx or Alta Genetics. Buyer is responsible for additional insurance fees.

This contract shall be governed by the laws of the Province of Alberta. This shall be a binding contract when signed and accepted by Sigma Warmbloods. Shall any legal action be required to enforce the terms of this contract; the prevailing party shall be entitled to all reasonable attorney's fees, court costs and expenses, as may be awarded by the court.

I, the undersigned, hereby certify that I have read and understand the terms of this contract and the fees associated with it.

SIGMA WARBLOODS:

Signature: _____

Date: _____

Markus & Bernhard Wuethrich
Box 329
Vilna, Alberta
T0A 3L0
Tel.: (780) 636-2612
Cell: (780) 656-1225
E-mail: sigmaw@ccewireless.ca

PURCHASER:

Signature: _____

Date: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____