



743 WITTEN ROAD • PLEASANTON, TX 78064
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TRANSPORTED COOLED SEMEN AGREEMENT

THIS AGREEMENT, effective _____, is entered into by and between Zerlotti Equine Reproduction, Ltd. and (hereinafter "Client"): _____ Phone Number: _____

Address: _____

Whereas, the Registered Stallion _____, **Registration #** _____ is standing at Zerlotti Equine Reproduction, Ltd. 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, cooled semen shipped to Client using the Equitainer method to satisfy said breeding right. NOW, THEREFORE, THE PARTIES HEREBY AGREE that Zerlotti Equine Reproduction, Ltd. will have the semen shipped from Zerlotti Equine Reproduction, Ltd. 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.
2. **A \$350.00 FLAT RATE PER SHIPMENT INCLUDES LAB PROCESSING AND COLLECTION.** Normal cooled semen shipments will consist of two (2) insemination doses but Zerlotti Equine Reproduction, Ltd. reserves the right to send only one dose of semen. Zerlotti Equine Reproduction, Ltd. reserves the right to ship semen at their sole discretion. Priority Overnight Federal Express shipping fees are charged every time semen is shipped. Additional charges 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 collection/shipment of semen to the Client will be done by Zerlotti Equine Reproduction, Ltd.
4. Refundable Equitainer Deposit of \$250.00 must be paid to Zerlotti Equine Reproduction, Ltd. **before** shipment will be sent. Deposit will be refunded when Equitainer is returned.
5. The Client must return the Equitainer by Federal Express Priority Overnight mail to arrive at Zerlotti Equine Reproduction, Ltd. no later than 3 days after Client's receipt. **Client shall pay a \$25.00 per day charge if the Equitainer is not received within that time period and subsequent shipments of semen will not be made until the container is returned.** If Equitainer has not been returned within a 2-week period Client will be charged \$500.00. Return shipping charges for the Equitainer (Federal Express Priority) shall be paid by the Client.
6. The Client shall notify Zerlotti Equine Reproduction, Ltd. of the impending need for semen by telephone or fax on the 2nd day of the Mare's heat cycle.
7. THE CLIENT SHALL NOTIFY ZERLOTTI EQUINE REPRODUCTION, LTD. WITH A MINIMUM OF 24 HOURS PRIOR TO SHIPMENT OF SEMEN. **ORDERS MUST BE PLACED BY 10:00 A.M. CST ONE DAY BEFORE SHIPMENT.**
8. ROUTINE COLLECTION OF THE STALLION IS SCHEDULED FOR MONDAY, WEDNESDAY, AND FRIDAY OF EACH WEEK. THEREFORE, DELIVERIES OF SEMEN WILL BE SCHEDULED FOR TUESDAY, THURSDAY, AND SATURDAY.
9. Priority in semen transport will be given to those who book earliest and who give 24 hours advance notice (before 10:00 A.M. CST one day before semen is scheduled to be shipped).
10. Zerlotti Equine Reproduction, Ltd. mailing and shipping address: **743 Witten Road, Pleasanton, TX 78064. Phone number: (830) 569-8913.**
11. **Breeding Season is from February 1, 2010 until July 31, 2010.**
12. WARNING, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
13. We accept checks payable to Zerlotti Equine Reproduction, Ltd., cash or Visa, MasterCard, Discover 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 Zerlotti Equine Reproduction, Ltd.