



TRANSPORTED SEMEN CONTRACT

MARE OWNER _____

ADDRESS _____

PHONE _____

SHIP SEMEN TO _____

ADDRESS _____

White Oak Farms, LLC. (WOF) is standing the Arabian Stallion _____ Registration # _____ at its facilities during the _____ breeding season. WOF understands that the above Mare owner has entered into an agreement dated _____ by which the Mare owner is authorized to breed the Mare _____ Registration # _____ in the _____ breeding season.

WOF is authorized to allow Mare owners to exercise their rights to have their Mare bred to the above named stallion by use of transported semen. By executing a copy of this letter in the space provided below you hereby request WOF to transport semen from the stallion to you on the following terms and conditions:

1. Mare owner shall notify WOF by telephone no less than 2 days prior to the day a shipment is required.
2. The availability of fresh cooled or frozen semen from the stallion shall be determined by WOF in its sole discretion.
3. Mare owner shall use all such transported semen for the sole purpose of impregnating the above Mare.
4. Mare owner shall cause all such transported semen to be administered to the Mare by a licensed veterinarian on the date of delivery or on the following day.
5. This letter shall in no way be deemed to modify or amend any rights, liabilities, or obligations between the Mare owner or promise made by the Stallion owner as to return breedings, live foal guarantees, or fertility of the Stallion.

6. All semen shall be transported to the Mare owner in a container provided and owned by WOF. Mare owner agrees to provide WOF with a \$250.00 deposit for said container prior to the transportation by WOF. WOF agrees to refund such deposit when the mare is in foal, confirmed in writing, or when insemination has ceased. The Equitainer must be in good condition and WOF must have a signed and dated Semen Insemination Report.

7. Prior to the transportation of a Stallion semen, Mare owner shall pay to WOF a refundable deposit on the Equitainer. These fees are in addition to any other fees such as: Stud fee or breeding fees that the Mare owner may owe the Stallion owner or any other party in connection with the breeding of the Mare to the Stallion. If, for any reason, the Mare owner requires (and has the right to receive) more than three shipments of semen from the Stallion per breeding season, Mare owner shall pay to WOF an additional \$275.00 Semen Shipment fee prior to each additional shipment.

8. WOF hereby represents to the Mare owner that any semen transported will be from the Stallion indicated on the Semen Collection Report, and that any information on the report shall be accurate. WOF DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Except in the event of gross negligence or willful misconduct by WOF, it's agents, or employees (the "WOF Parties"), the WOF Parties shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding, or provision of any other service to the Mare. Mare owner understands WOF does not provide any public liability, accidental injury, theft or equine insurance on the Mare or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion and that all risks connected with breeding or provision of any other service to the Mare and any such foal shall be borne solely by the Mare owner. Mare owner hereby agrees that this Agreement, including without limitation any damages arising from the nonperformance of obligations which Mare owner may have undertaken to any third party in reliance upon promises and representations made in the Agreement. IN NO EVENT SHALL WOF'S LIABILITY FOR ALL CAUSES OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY THE MARE OWNER HEREUNDER.

10. Mare owner shall indemnify and hold WOF Parties harmless from and against

(a) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any injury to any third person or persons or to the property of any third person or persons caused by the Mare or any foal resulting from any breeding of the Mare to the Stallion, and

(b) any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any injury to the Mare or any foal while they are in the care and custody of the WOF Parties.

11. Mare owner hereby agrees to pay WOF all applicable charges, fees and expenses identified on the attached fee schedule. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable within 30 days of any invoice rendered by WOF. Mare owner will pay a late charge of one and one-half percent per month. All payments shall be paid in lawful money of the United States at the office of WOF, Argyle, Texas.

12. Mare owner hereby represents that all applicable Mare and personal information is true, complete and correct.

13. This letter shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Mare owner may not assign it's rights or delegate the duties hereunder without prior written consent of WOF.

14. This agreement may be executed in any number of counterparts. Each counterpart constituting an original but all together one and the same instrument and contract.

15. This agreement shall be governed by and construed in accordance with the laws of Texas.

16. This agreement and the exhibits referred to herein constitute the entire agreement between the parties and supersede all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this letter may be amended or modified only in writing signed by both parties.

17. If any provision of this letter is prohibited by, or is unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall be ineffective without invalidating the remaining provisions hereof.

18. Mare owner shall reimburse WOF for all costs, fees and expenses, including reasonable attorneys' fees incurred by rights under this Agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with or related to this Agreement or any transaction arising hereunder excluding, however, taxes based on the net income of WOF.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS CONTRACT.

MARE OWNER Date

WHITE OAK FARMS, INC Date

SEMEN SHIPMENT FEES

_____ STUD FEE (includes three semen shipments)
_____ BOOKING FEE (20% OF STUD FEE)
_____ SEMEN SHIPMENT FEE FOR EACH ADDT'L SHIPMENT
_____ EQUITAINDER DEPOSIT
_____ TRANSPORTATION CHARGES FOR SEMEN ie; FedEx

**** Booking fee and Equitainer deposit DUE PRIOR TO THE FIRST SEMEN SHIPMENT****

Balance of Stud Fee is due when Mare is confirmed in foal at 45 days.

PLEASE INCLUDE ALL CONTRACTS AND COPY OF THE MARE'S REGISTRATION

WHITE OAK FARMS, LLC.

22 ROYAL DALTON CIRCLE

CONROE, TEXAS 77304