



**2017 FROZEN SEMEN SALES AGREEMENT FOR ROCAZINO**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between *Equito Dressage LLC*, hereinafter referred to as "SELLER" and,

NAME ("BUYER"): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Number of Frozen Semen doses Buyer is purchasing under this Agreement: \_\_\_\_\_

**Buyer and Seller agree as follows:**

- 1) Buyer will purchase Frozen Semen from the Seller for the ("Stallion") Rocazino (Oldenburg DE 433330696606) at the cost of \$500 per dose. Payment will be made to Equito Dressage, LLC via check or credit card.
- 2) If the Frozen Semen was won via a stallion service auction, only handling, collection, and shipping fees will be due to the Storage Facility. No fees will be due to the Seller. All other terms will still apply.
- 3) Frozen Semen sperm count, motility, collection and packaging procedures meet and/or exceed normal industry standards.
- 4) Seller makes no guarantees or warranties, whether express or implied, as to the fertilizing capacity of the Frozen Semen and provides no Live Foal Guarantee.
- 5) Buyer is responsible for all shipping, tank rental, and handling fees associated with delivery of the Frozen Semen from the Storage Facility
- 6) Frozen Semen is stored at the below location Storage Facility:

NC State Equine Health Center  
 6045 US Highway 1 North, Southern Pines, NC 28387  
 Phone: (910)693-8773

Please contact the Storage Facility for current shipping fees, protocols, and requirements. All fees related to shipping and transfer of the Frozen Semen will be due to the Storage Facility prior to shipment.

- 7) Seller shall provide the number of doses stated above from the Stallion, but provides no other guarantees as to the condition of the Frozen Semen once the semen has left the Storage Facility. 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.



- 8) Stallion Owner guarantees that Stallion is Equine Viral Arteritis (“EVA”) negative as of January 2017 and that Stallion is vaccinated annually against EVA.
- 9) Seller recommends that a licensed veterinarian or veterinary technician handle the Frozen Semen upon delivery.
- 10) All sales are subject to availability and are final upon acceptance of this Agreement. There will be no refunds given for unused Frozen Semen.
- 11) All fees are payable upon execution of this Agreement. Buyer understands that no Frozen Semen will be shipped until all fees have been paid to both the Seller and the Storage Facility.
- 12) Buyer assumes 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 therefore agrees to indemnify and hold Seller or any person employed or associated with Seller harmless for all damages associated therewith.
- 13) Stallion is approved for breeding with Oldenburg North America/International Sporthorse Registry, American Hanoverian Society, German Oldenburg Verband, American Rhineland Studbook, and American Warmblood Registry. The ability for a foal to be registered with each studbook will depend upon the mare. Contact the registries above for further registration information.
- 14) Buyer is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of any foals conceived. Seller will provide a breeding certificate to Buyer once the mare has been confirmed in foal, if requested by Buyer.
- 15) Upon confirmation of any pregnancy with the Frozen Semen, Buyer will immediately contact Seller and provide Seller with the name, pedigree, breed, and registration number of the mare so that Seller may send in a breeding report to the proper registry. Should Buyer not provide this information to Seller, a breeding certificate cannot be guaranteed in a timely manner and foal registration may be more difficult for Buyer’s resulting foal.
- 16) This Agreement constitutes the entire agreement between Seller and Buyer.
- 17) This Agreement shall be interpreted in accordance with the laws in the State of North Carolina, and its validity and administration shall be governed by said laws.

Endorsement of this Agreement by both parties represents a binding contract, subject to all the above terms and conditions.

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: Fie Studnitz Anderson  
Managing Member | Equito Dressage, LLC