



**I. Parties**

**A. Owner/Agent information**

Owner: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Hereafter "Owner" is the owner or authorized agent of the owner of the following horse:

Name	Breed	Registration #	Age
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**B. Equine Reproduction Concepts, LLC**, a Virginia limited liability company, located at 111 Hackleys Mill Road, Amissville, Virginia 20106 (hereafter ERC).

**II. The owner agrees to the following:**

A. Owner agrees to pay all charges for services under the terms of this agreement on or before the first day of the month following the month of billing. Payment is to be made to ERC in Amissville, Virginia. The amount of the fees to be paid for the charges are for general services furnished by or on behalf of ERC and are to be charged at the usual and customary rate. Any payments not made within thirty (30) days form invoice date shall bear interest after that date at the rate of one and one-half (1½%) per month.

B. Owner expressly grants to ERC a security interest in the semen collected and/or stored by ERC for any charges made in connection with the care of the horse and/or the collection and storage of the semen. If the owner is more than sixty (60) days late in the payment of any charges billed under this contract, ERC shall be permitted to destroy or sell all or any portion of the collected semen. Sale may be made at private or public sale, to one or more persons, after giving notice of the sale to the owner stated in section I of this contract, at least fifteen (15) days prior to the sale.

C. Owner agrees to indemnify ERC, its employees, agents, contractors, and representatives against any claims for any injury, sickness or death of the horse identified in section I (A) of this contract. Owner agrees to indemnify and hold harmless ERC, its employees, agents, contractors, and representatives against any and all claims, including third party claims, for injury, sickness, and/or death of any mares inseminated by semen processed by ERC. ERC agrees to indemnify owner for any claim by ERC, its employees or any third parties for injuries caused by the horse made the subject of this contract arising during the period of this contract.

D. Owner agrees to indemnify ERC, its employees, agents, contractors, and representatives against any and all claims, including third party claims, for the loss of semen collected under this contract. Owner agrees to assume all risk of loss of semen collected and stored under the terms of this contract and agrees that the responsibility of insurance against the loss of semen stored by ERC under this agreement is to be born solely by the owner.

E. Owner agrees that ERC will retain the right to customary post-thaw evaluation of at least one unit of semen from each collection processed by ERC and that collections not fulfilling minimum quality standards (as defined by ERC) will not be commercially distributed without an accompanying statement from ERC revealing the findings of that evaluation and claiming that ERC does not recommend semen from this collection to be used for artificial insemination.

**III. Equine Reproduction Concepts, LLC, agrees to the following:**

A. ERC agrees, in consideration of the payments and promises to pay made above, that it will collect, process, and store semen from the designated horse under the terms of this agreement. ERC reserves the right of judgment as to which collections are not worthy of freezing and/or storage.

B. ERC makes no guarantee or warranty as to the fertilizing capacity of any semen processed or stored under this agreement.

C. ERC makes no warranty of any kind whatsoever, express or implied, which extends beyond the description of the services agreed upon herein, and hereby disclaims all warranties, including **WARRANTIES OF MERCHANTABILITY** or fitness for a particular purpose.

**IV. Miscellaneous**

A. This agreement shall be construed under and in accordance with the laws of the state of Virginia.

B. This contract contains the entire agreement of the parties and there is no other agreement relating to this semen service contract not expressed herein. No modification, waiver, or termination of this contract shall be binding unless executed in writing by the party to be bound thereby.

_____ Owner/Agent	_____ Date	_____ Equine Reproduction Concepts, LLC	_____ Date
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