

2018 BREEDING SEASON CONTRACT

Appr: _____

Stallion NUNCIO		Service Fee \$ 9,500	Syndicate # _____
Name of Mare _____	Tattoo _____	Syndicate Member Name (if applicable) _____	
Sire _____	Dam _____	Year Foaled _____	
Record _____	Earnings _____		
Breeding Information: (____) Check if Maiden			
2016 Bred to _____	Last Bred Date _____	Preg/Barren _____	Date Foaled _____ Sex _____
2017 Bred to _____	Last Bred Date _____	Preg/Barren _____	Date Foaled _____ Sex _____

Aborted
 Foal Did Not Stand
 Foal Dead On Arrival
 Foal Died

Aborted
 Foal Did Not Stand
 Foal Dead On Arrival
 Foal Died

(____) Pick Up: Picked Up By: _____
Name or Farm or Individual Picking Up Semen _____

(____) Transient: Transient Farm: _____

(____) Courier: Name of Courier: _____

(____) Shipped Semen: Fed Ex or UPS Account #: (REQUIRED) _____
Shipping Address: _____

(____) Embryo Transfer: Vet Performing ET: _____

ACCT#(_____)	USTA Member # _____	Billing Percentage _____
Owner: (Attach separate sheet for additional owners if needed)	Business: _____	
Address _____	Cell: _____	
Address _____	Home: _____	
City, State, Zip _____	Fax: _____	
Email Address _____	<input type="checkbox"/> Check to subscribe to our E-mail Newsletter	

* _____	_____	* _____	_____
Owner or Agent's Signature	Date	Syndicate Member's Signature (if applicable)	Date
<i>*I have read and agree to the terms and conditions on reverse side.</i>			



The undersigned represents that he or she is the owner or authorized agent of the owner of the mare named herein. Persons acting as agents must file letters of authorization from the owner stating the agent is acting on the owner's behalf and the owner will be responsible for all expenses incurred. Failure to comply with this condition makes the undersigned personally liable for all obligations of the owner hereunder.

The undersigned acknowledges that Hanover, as syndicate manager of this and other syndicates, cannot be a party to selective performance by mare owners of their obligations under various contracts with syndicates that Hanover manages. The undersigned therefore agrees that if the undersigned or undersigned's co-party under any pertinent contract is in default of payment or any other obligation provided in a contract under which Hanover (either as principal or syndicate manager) is entitled to performance from undersigned or undersigned's co-party, then Hanover shall be entitled to withhold any or all mating certificates or to refuse to perform any other act pertaining to this or any other contract to which undersigned is a party until all such defaults have been fully cured.

This contract relates to the mare specifically named and described above, which description the undersigned certifies to be true and complete. The contract is valid only to the mare and owner named and may not be transferred without the express written consent of Hanover Shoe Farms, Inc. ("Hanover"). **The undersigned agrees not to breed the mare named to any other stallion during the breeding season without Hanover's consent and that Hanover shall only issue one (1) mating certificate per mare to register one (1) live foal per year.** Hanover reserves the right to refuse any mare it deems unfit for breeding. The undersigned agrees to allow notice of this booking to the public via the internet.

Neither Hanover nor its officers, directors, stockholders, agents or employees shall be liable for any injury, disability, or death suffered by any horse, or mare, or her offspring, from any cause whatsoever, while in the care, custody or control of Hanover and the undersigned specifically agrees to this condition and hereby waves and releases all and every claim for any and all loss, damages, claim or expenses (including attorneys' fees) resulting from or arising in connection with any such injury, disability or death.

The undersigned acknowledges and agrees that in the event semen is transported off the premises of Hanover for insemination hereunder, Hanover shall not be responsible for any errors or injury resulting from the insemination of the above-referenced mare. Hanover will make every effort to ship optimum semen but **cannot guarantee quantity or quality of sperm due to varying demand.** Semen handling fees are due and payable at time of service.

If a mare fails to produce a live foal and the service fee has been paid, the service fee will be refunded provided that a claim therefor is made in writing, and received by Hanover at the address of Hanover set forth in this contract, accompanied by veterinary and mating certificates, not later than thirty days after the mare was due to foal and, provided that all other charges due to Hanover have been paid. There shall be no return privilege. Service fees will be refunded **in the event of a slip** only if the mare has had at least two vaccinations during pregnancy for Equine Rhinopneumonitis (contagious abortion). A veterinary statement setting forth the date of such vaccination must accompany the claim for refund unless the vaccination was given by Hanover.

The service fee is due and payable when the mare has a foal that can stand and nurse ("live foal"), or when the mare changes ownership, whichever occurs first. However, Hanover, at its option, may require the service fee to be paid before the mare leaves the farm or immediately upon demand if Hanover determines that timely payment may be in jeopardy. Hanover shall presume the birth of a live foal one calendar year after breeding unless owner proves that no live foal was born. All charges, including taxes, veterinary fees, blacksmiths, and board, which will accrue at Hanover's customary rates, must be settled before a mare is removed from the premises of Hanover. Terms are net thirty (30) days. If full payment is not received within thirty (30) days from the date of invoice, a late payment penalty will be imposed in the amount of 1½ % per month compounded monthly.

All costs and expenses incurred in connection with collection of any amounts due hereunder shall be borne by the undersigned. All bookings are subject to the conditions of the Stallion Syndicate Agreement. Hanover shall not issue any mating certificates until all charges due to Hanover by the undersigned and any persons, firms, corporations or other entities related to or controlled by the undersigned have been paid in full.

The undersigned agrees that service of any notice, process or pleading in any action or proceeding arising out of or in connection with this booking contract is properly made and shall confer personal jurisdiction if mailed to the undersigned at the address set forth above by certified mail, postage prepaid, return receipt requested, or by overnight courier. In the event of a dispute, either party may commence litigation in the Court of Common Pleas of Adams County, Pennsylvania and the parties irrevocably submit to the exclusive jurisdiction of that court and agree that final judgment in any action or proceeding brought in such court will be conclusive and may be enforced in any other jurisdiction upon final and conclusive judgment (a certified copy of which will be conclusive evidence of the judgment) or in other manner provided by law. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in said court.(ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process. Notwithstanding any of the foregoing, Hanover, in its discretion, may also initiate proceedings in the courts of any other jurisdiction in which owner or the undersigned may be found or in which any of owner or undersigned properties may be located.

The undersigned and Hanover agree that this contract was formed in the Commonwealth of Pennsylvania.

This booking contract shall also constitute a security agreement. Owner hereby grants to Hanover a first lien and security interest in and to the above-named mare and any offspring of the mare arising out of this contract. Hanover shall have all the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code, including, but not limited to, the right to sell collateral in satisfaction of its lien. The undersigned hereby appoints Hanover as its attorney-in-fact to do all acts and things on behalf of owner that Hanover may deem necessary or desirable to effectuate Hanover's rights under this agreement including without limitation the filing of financing statements (without the signature of owner) to perfect the security interest granted hereby and execution of documents required by the USTA or any other entity to register, sell or transfer to Hanover or any designee thereof any horse upon which Hanover has a lien hereunder.

IN THE EVENT OF DEFAULT HEREUNDER, OWNER AND THE UNDERSIGNED HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANNIA OR ELSEWHERE, AS ATTORNEY FOR OWNER AND THE UNDERSIGNED TO APPEAR FOR AND CONFESS JUDGMENT AGAINST OWNER OR THE UNDERSIGNED IN FAVOR OF HANOVER, AT HANOVER'S SOLE DISCRETION FOR RECOVERY BY HANOVER OF POSSESSION OF THE MARE OR FOAL OR FOR THE AMOUNT DUE UNDER THIS CONTRACT, AND REASONABLE ATTORNEY'S FEES, WHICH TERM SHALL MEAN THE GREATER OF ACTUAL ATTORNEY'S FEES, \$2,500.00, OR TEN PERCENT (10%) OF THE AMOUNT OWED BY OWNER HEREUNDER, FOR WHICH THIS CONTRACT, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. OWNER AND THE UNDERSIGNED HEREBY CERTIFY THAT THIS CONTRACT IS MADE FOR BUSINESS, NOT PERSONAL, FAMILY OR HOUSEHOLD REASONS.

The undersigned has read the foregoing, acknowledges that he or she has had an opportunity to discuss the provisions thereof with legal advisors, and by signing this document signifies the intent to be legally bound the undersigned thereby and to legally bind the owner or other principals, if any, that he or she or it represents.

NUNCIO CONTRACT ADDENDUM

2018 Breeding Season

Frozen semen doses will be distributed by Select Breeders Service, Inc. (SBS), which will charge a distribution fee in accordance with its 2018 fee schedule. Distribution fees are all-inclusive and include handling fee, tank rental, and round-trip Fedex shipping. SBS requires payment in advance and no semen will be shipped until distribution fees have been paid. A copy of the SBS policy for frozen semen is attached.

Semen will be sent one dose at a time. Initially, one dose will equal eight straws, but the Syndicate Manager has discretion to increase or decrease this number according to in-foal results. All straws shipped on a dose should be used during the pertinent breeding cycle. When the dry shipper is returned, all straws shipped must also be returned.

Each mare is guaranteed two doses. If the mare is not in foal after two breedings, the Syndicate Manager has discretion to curtail shipment. In the event of curtailment, the Syndicate Manager has discretion to make arrangements for the mare to be shipped to Hanover Shoe Farms for insemination.

The entity receiving frozen semen shipments is responsible for returning the liquid nitrogen dry shipper in undamaged condition according to policies established by SBS. The Syndicate Manager may withhold any pertinent mating certificate(s) to ensure that property is returned or Select Breeders is reimbursed.

Signature

Date



Select Breeders Service, Inc.

Phone (410) 885-3202 Fax (410) 885-3206

info@selectbreeders.com

Checkboxes for Total, PON Dist, PON Sat, 2-day delivery, Canadian, Can. Sat. del., Rush Fee, Add. Stallions, Add. Mare Owner, Additional doses, Client pick up, and Other.

FROZEN SEMEN SHIPMENT REQUEST FORM

Requests received by 1pm EST will be shipped the same day.

Requests received after 1pm to ship the same day will incur a \$75 Rush Fee and will only be accommodated when possible.

FOR OFFICE USE ONLY. Includes checkboxes for CC Processed, E-mail Confirmation, Website, and fields for Amt. Charged, Date Charged, Authorization Code, Date & Time Call Received, Call Received By, Name of Caller, FedEx TRK # Out/In, Tank #, and Stallion Owner E-mail.

Mare Owner: _____

Phone: _____

E-mail Address: _____

IMPORTANT: YOUR E-MAIL ADDRESS WILL BE USED TO SEND A FEDEX TRACKING NUMBER FOR MANAGING YOUR SHIPMENT.

Stallion: _____

Stallion Owner: _____

Ship To: _____

Address: _____

(No _____

P.O. Boxes) _____

Phone #: _____

Email: _____

Anticipated Shipping Date: _____

Priority Overnight (\$345) [] 2-Day (\$315) []

IMPORTANT: DIRECT SIGNATURE WILL BE REQUIRED UPON FEDEX DELIVERY

PLEASE NOTE: DISTRIBUTION CHARGES WILL BE APPLIED TO YOUR CREDIT CARD PRIOR TO THE SHIPMENT LEAVING SBS. WE MUST HAVE A VALID CREDIT CARD TO SHIP ON THE DAY YOU REQUEST.

Credit Card VISA [] MC []

Name on Card _____

Credit Card No. _____

Security Code: _____ Expiration Date: _____

Billing address same as shipping: []

Billing Address: _____

Mare Name, Birth Year, Breed, Registration #, Current Status (Maiden, Foaled, Barren, Not Bred)

Doses: _____

[] Canadian

[] Canadian-Rebreed

Preferred method of packing straws?

[] Goblets [] Canes



TERMS AND CONDITIONS FOR FROZEN SEMEN DISTRIBUTION

Thank you for choosing to breed your mare using frozen semen stored and distributed by Select Breeders Service, Inc. The following are the policies and procedures regarding the distribution of semen.

1. Finalize breeding service agreement with stallion owner. At this time the stallion owner should notify the mare owner of the number of doses/shipments they will be authorized for.

2. Call SBS (410) 885-3202 to confirm receipt of authorization from stallion owner. Once the service agreement is finalized, the stallion owner/agent will fax or email a SHIPMENT AUTHORIZATION FORM to (410) 885-3206 or call SBS to verbally authorize the mare owner's semen shipment. **Under no circumstance will SBS ship semen without authorization from the stallion or semen owner/agent, nor will we ship an amount of semen different from the stallion owner/agent's instructions.**

3. Submit Shipment Request Form. The mare owner can submit the SHIPMENT REQUEST FORM at anytime. Once it is received, it is put on file until authorization and a ship date are received. To avoid shipping delays, ensure a current phone number, shipping address and billing information are included on the form. Include an email address for FedEx tracking. See below for instructions on submitting the shipment request form.

4. Mare Owner or Vet Clinic calls to request semen shipment. The mare owner or vet clinic may call in advance or on the day of shipment (before 1pm EST) to request shipment. All semen is sent FedEx Priority Overnight or FedEx 2-day. Remember, unlike cooled transported semen, frozen semen can be shipped well in advance of insemination. If frozen semen storage is not available, the frozen semen can be stored in the shipping container during the 10 day rental period.

The SHIPMENT REQUEST FORM can be submitted by email, phone or fax. If you email or fax the form, please ensure that you call us to confirm receipt. **Please do not leave a message on our voicemail with the information.** Our shipment schedule is as follows:

- Shipment requests received by 1pm EST can be shipped the same day. When a request is submitted late we will try our best to accommodate you **IF** at all possible, however a \$75 rush fee will apply.
- Shipments are made Monday – Friday, **please be sure Saturday delivery is available at your location. There is an additional \$16.00 FedEx fee for Saturday delivery.**

PAYMENT IS DUE AT THE TIME OF SERVICE BY CHECK, VISA, MASTERCARD, or AMEX. We will not ship semen without receiving a check or credit card for the container deposit and distribution fees.

5. Consult with your veterinarian to see if she/he has any questions regarding breeding your mare with frozen semen. For successful breeding with frozen semen it is highly recommended that insemination occurs within 12 hours prior to and/or 6 hours following ovulation. A copy of the *SBS Timed Insemination Protocol* for breeding mares with frozen semen will be sent with your shipment. If your veterinarian would like to review the protocol in advance, we will be happy to fax/email it to you. It is also available on our website, www.selectbreeders.com, under Knowledge Library. **SBS is available for consultation with you and your vet should you have any questions.**

CANADIAN BREEDERS PLEASE REFER TO FROZEN SEMEN REGULATIONS AND RECOMMENDATIONS.

If you have any questions or concerns please do not hesitate to contact us!
Toll Free: (877) 658-3328 or info@selectbreeders.com

Select Breeders Services, 961 Cayots Corner Rd, Chesapeake City, MD 21915.
410-885-3202 (p) 410-885-3206 (f)
info@selectbreeders.com

SBS-MD FROZEN SEMEN STORAGE AND DISTRIBUTION FEES

Effective Jan 1st 2018

STORAGE FEES

Frozen Semen Storage

Prices per stallion

1-50 doses	\$72/qtr
51-100 doses	\$126/qtr
>100 doses	\$1.14/dose/qtr

Multiple Stallions, Few Doses

(for >2 stallions up to a maximum of 20 doses total)

1st stallion	\$72/qtr
Each additional stallion	\$30/qtr

Billed quarterly in advance according to inventory on the first day of the quarter.

Inventory Time

\$15/hr

Associated with organizing and performing inventory for large transfers into or out of storage.

DISTRIBUTION FEES

Container Deposit (refundable)

\$1000.00

We must have either a check or credit card number on file prior to shipment. The check will not be cashed or credit card charged, unless the container is not returned on schedule or is returned damaged. See Container Late Fee section below.

Domestic Distribution Fees

Priority Overnight (PON)

\$345.00

This covers a single shipper containing up to 20 doses of frozen semen from a single stallion, a 10 day container rental, handling fees, FedEx Priority Overnight Delivery and FedEx 3-Day Return of the SBS container. If more than one stallion is included in the container, add \$45.00 per stallion.

Same as above except for delivery

2-day delivery

\$315.00

Please Note: If semen is shipped 2-day on a Thursday, it will arrive on Monday unless Saturday delivery is requested and is available in your area. If semen is shipped 2-day on a Friday, it will arrive on Tuesday.

Saturday delivery is an additional \$16.00.

Client Pick-Up

\$125.00

Applies to mare owners picking the tank up themselves from our Select Breeders Services Inc., office in Chesapeake City, MD. Semen can be picked up during normal business hours, preferably between 12-5pm. Excludes all FedEx, therefore mare owner responsible for returning tank.

Canadian Distribution Fees

Distribution Fee - Canadian

\$375.00

Includes same service as domestic distribution, shipped to Canada.

Processing Fee - Canadian

\$205.00*

Includes preparation of the health certificate, round-trip FedEx of the health certificate to the USDA and the USDA fee for endorsement. *USDA fee subject to change

Total fee for Canadian shipment

\$580.00

+ Duties/Taxes

\$ vary

Duties and Taxes on Canadian shipments will be charged directly to the mare owner's credit card after the shipment is complete and vary in total based on the value of the breeding fee.

+ Customs Inspection Fee

\$35.00

Shipments are subject to random Customs inspections and the fee incurred will also be charged to the mare owner's credit card.

Client Owned Container

Domestic

\$205.00

Includes a loading fee and one-way FedEx Priority Overnight Delivery. Also included is recharging the container with nitrogen and testing the container to ensure it will hold the charge for a sufficient amount of time. For Canadian shipments an additional \$205.00 USDA processing fee applies.

Canadian

\$240.00
+ processing fee

Client Owned Container (no FedEx)

\$45.00

Includes loading into a charged tank, client pays FedEx.

Signed waiver required for client owned tanks.

Recharge Fee

+\$45.00

For tanks that arrive warm.

ASSOCIATED DISTRIBUTION FEES

Saturday Delivery

\$16.00

Covers additional FedEx charge.

Rush Fee

\$75.00

Shipment request forms MUST be received by 1pm EST to ensure shipment the same day. When a request is submitted late we will try our hardest to accommodate you **IF** at all possible, however a rush fee will apply.

Container Late Fee

\$25/day

SBS allows the mare owner to keep the shipping container for 10 days. If the shipping container is not returned by the due date printed on the frozen semen transaction report the mare owner will be charged a daily late fee of \$25.00 or ultimately forfeiture of the container deposit. SBS **will not** pay for expedited shipping or reimburse charges on client accounts. If the return air bill is missing from the shipment, please call SBS (410) 885-3202 for further instructions.

Over 20 doses ordered for a single container

Call for quote

This shipment may require a larger or an additional container and/or handling fee depending on the request.