



JX4, LLC.
1575 Kenyon Ave NW
Massillon, Ohio 44647
Performancestuds@outlook.com
330-705-9619

HBF HOT EXPECTATIONS TRANSPORTED SEMEN CONTRACT

This contract is between _____ (MARE OWNER) and JX4, LLC (STALLION OWNER)

Mare Name: _____ Registration #: _____ Breed: _____

All parties agree that they have executed a breeding contract to breed the mare named to HBF HOT EXPECTATIONS. In addition to the duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute the transported cooled semen contract for the breeding season listed below.

All parties agree that every semen shipment to the MARE OWNER shall be at a cost. UPS/FedEx First, Saturday delivery and counter to counter is available for additional fees. All breeding and shipping fees must be paid in advance of the shipment of semen.

1. The MARE OWNER certifies that STALLION OWNER is obligated to transport cooled semen to the address of record, which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment, the semen will be shipped to the last known address of record provided by the MARE OWNER to the STALLION OWNER.
2. The MARE OWNER agrees to assume responsibility for all facets of breeding the mare and agrees to comply with all breed registry concerning the use and handling of cooled semen. JX4 agrees to ship semen to the location designated by MARE OWNER, but the MARE OWNER agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of their practice will perform the insemination. It is imperative that the MARE OWNER'S veterinarian be aware of the mare's current breeding status and that she is, in fact, ready to breed. It is the STALLION OWNER'S stated preference that all shipments are made to and inseminations performed at an established breeding farm. MARE OWNER agrees to use all semen provided by the agreement solely to breed the mare named in this agreement. Any attempt to use any portion of any semen shipped to MARE OWNER to breed any mare other than the mare named shall automatically terminate all obligations of JX4 under this agreement and result in forfeiture of all breeding fees, shipping fees and the right to a breeder's certificate. Any unused semen must be returned to JX4 or with written permission destroyed by a veterinarian. If multiple shipments of semen are requested, JX4 reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. JX4 in its sole discretion may refuse to ship semen if JX4 believes the insemination is not proper or the mare is unfit to breed.
3. STALLION OWNER will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. MARE OWNER acknowledges that this agreement does not guarantee semen will be available. JX4 makes no representations or warranties, expressed or implied, regarding the semen delivery under the agreement, including without limitation, representations or warranties that the semen will safely reach the

insemination point without losing its integrity, quality or other characteristics. JX4 makes no representations or warranties, express or implied, regarding the delivery of the semen under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that semen will be available at the time requested by MARE OWNER. MARE OWNER hereby disclaims and releases JX4 from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the mare, this agreement and the shipment and the collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. MARE OWNER agrees and acknowledges that JX4 has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited train. JX4 disclaims any warranties, expressed or implied, including warranty of merchantability or fitness for a particular purpose in connection with this agreement and this breeding. The parties hereto specifically agree if a dispute between MARE OWNER and JX4 arises, MARE'S OWNER'S damages, expenses, cost and fees including attorney's fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified.

4. STALLION OWNER shall ship semen collected from HBF HOT EXPECTATIONS in an appropriate chilled semen container by an overnight courier. STALLION OWNER further certifies that the semen when collected will be of such a degree of mobility and motility to reasonably be acceptable for breeding.
5. Collection days are Monday, Wednesday and Friday. A 24 hour notice is preferred for any order of semen.
6. All parties to the agreement agree that the obligations of performance by the STALLION OWNER shall be met when the chilled semen shipment leaves the breeding farm. JX4, LLC is released from all claims when the shipment has left the breeding farm. All parties to this agreement agree that the risk of loss transfers to the MARE OWNER after pickup.
7. The STALLION OWNER and the MARE OWNER shall execute a Breeder Certificate and shall comply with any parentage verification as required by the AQHA, APHA and or their respective breed association. This agreement is limited to the 20_____ Breeding Season.
8. No shipment will be sent without pre-payment or credit card on file.

Mare Owner Information:

Mare Owner/Agent Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____

Email: _____

Stallion Owner: JX4, LLC:

Stallion Owner/Agent Signature: _____ Date: _____