



**Superior Equine Sires, INC (SES)**  
**FROZEN SEMEN STORAGE CONTRACT**

Today's date:

**STALLION INFORMATION**

STALLION NAME	# doses	# Straws/dose	YOB	Breed

**SEMEN OWNER/AGENT INFORMATION**

Owner name:		Email address:			
Address:		City:		State:	Zip code:
Primary Ph:		Mobile Ph:		Business Ph:	
Agent name:		Agent Ph:			
Responsible Financial Person Name:		Email Address:			
Address:		City:		State:	Zip Code:
Home Ph:		Mobile Ph:			
<input type="checkbox"/> FREE STORAGE		Start date:			
		End date:			

**Billing option:**

- Current credit card on file (automatic billing)

Credit card # \_\_\_\_\_ exp: \_\_\_\_\_ code: \_\_\_\_\_



## TERMS AND CONDITIONS

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Superior Equine Sires (SES), for semen storage, and the FROZEN SEMEN OWNER identified on page 1.

1. The person signing this contract represents and warrants that he/she/it is the true and lawful owner of the frozen semen, or if not the owner, has authority to act as the owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding it. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless SES from any and all claims, of every kind and nature, arising as a result of or in connection with the Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this contract to the semen owner will be deemed binding upon the person signing this Contract and the owner of the Semen (hereinafter, individually and collectively referred to as the Semen Owner).
2. **FOR FROZEN SEMEN STORAGE:**
  - a. SES agrees to store frozen semen from said Stallion for long term storage.
  - b. Beginning on the date semen arrives and is entered into the inventory, a full month of storage fees will be applied to Semen Owner from that date to the end of the month. **Billing will then occur monthly for frozen semen storage.** When invoices for frozen semen are not paid to SES after six billing cycles, a certified letter will be sent to the Semen Owner requesting that frozen semen storage billing is brought current. At SES discretion, the Frozen Semen will be destroyed, or returned to the ownership of SES, 30 days from the date of the certified letter, whether or not received/accepted by Frozen Semen Owner, if account is not paid in full. Any frozen semen storage account that is delinquent two or more times in one year will be subject to termination of this Contract at the discretion of SES. SES reserves the right to adjust prices accordingly as material and storage related costs increase or change. Owner will be notified of any price increases in writing.
  - c. Beginning August 1<sup>st</sup> of the year semen was purchased from SES, storage fees will automatically start for all doses left in SES storage, whether or not the semen owner has signed a Frozen Semen Storage contract with SES.
  - d. Semen Owner agrees to pay all charges associated with the shipment of the semen to and from SES. The Semen Owner also agrees to pay all courier shipping charges, courier service charges, as well as, return freight charges. Insurance during shipping must be organized in advance with the Semen Owner and the shipping entity. **SES does not provide insurance.**
  - e. SES shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement, with proper handling, care and protection according to acceptable equine industry standards and practices.
  - f. The Semen Owner agrees to assume all responsibility for the frozen semen and shall bear all risk of loss or damage to the frozen semen, whether by loss, infection,



theft, flood, fire or otherwise by any cause whatsoever, and agrees to hold SES (or any person employed by or associated with SES) harmless on any and all damages associated therewith.

3. The Semen Owner agrees to pay all charges in full before frozen semen is scheduled to be shipped. At the discretion of SES, and to ensure semen can be delivered on a requested date, a minimum 3-day advance notice must be given prior to shipment of the frozen semen. The Semen Owner is required to make transportation arrangements for frozen semen with SES Monday through Friday, during regular business hours.
4. Every attempt will be taken to deliver frozen semen to Semen/Mare Owner in good condition, however once the shipment leaves SES, SES cannot be held responsible for delayed arrival or the condition of the frozen semen upon arrival to Semen/Mare Owner.
5. Frozen semen will not be released and shipped if insufficient notice is given or if the bill is not paid prior to departure.
6. All invoice balances are payable within 30 days of monthly or final notice. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Superior Equine Sires reserves the right to refuse or suspend service when any part of the Semen Owner's account with SES is past due. The Semen Owner agrees to pay all costs and reasonable attorney fees incurred by SES in attempting to collect any outstanding balance. The Semen Owner acknowledges lien rights of SES pursuant to collecting any outstanding balances.
7. SES does not provide insurance on/for frozen semen storage. Semen Owner is responsible for any insurance desired on the frozen semen.
8. This contract is non-transferable. If the frozen semen is sold, all unpaid fees will become immediately due and no refunds will be made.
9. SES reserves the right to discontinue service at its discretion and, upon 10 days' advance written notice to the Semen Owner, to terminate this Contract.
10. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. This Contract shall be governed by the laws of the State of Washington, and any legal action concerning the provisions thereof shall be brought in the District Court in and for the County of Spokane, Washington.
11. Semen Owner will be considered in default of its obligations under this Contract if Semen Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after SES gives Semen Owner written notice thereof. In the event of default by Semen Owner, SES may terminate this Contract as of the date specified in the written notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall originate exclusively in the District Court in/for the County of Spokane, State of Washington.
12. This Contract constitutes the entire understanding between parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by SES without an express, written and signed amendment to this Contract.



By signing below, I acknowledge and agree to comply with the terms and conditions stated above in this Contract.

IN WITNESS WHEREOF the parties have executed this Contract as of the day and year set forth first above.

Superior Equine Sires (SES)

\_\_\_\_\_  
Signature of Semen Owner/Agent                      Date

Date:

\_\_\_\_\_  
Print Name

Superior Equine Sires  
623 E 18<sup>th</sup> Ave  
Spokane, WA 99203  
Phone: 509-838-9922  
Fax: 509-838-7688  
[info@superiorequinesires.com](mailto:info@superiorequinesires.com)

\_\_\_\_\_  
Address of Semen Owner/Agent

\_\_\_\_\_  
City, State    Zip Code

\_\_\_\_\_  
Phone number of Semen Owner/Agent

\_\_\_\_\_  
E-mail address of Semen Owner/Agent



### SEMEN STORAGE FEES AND SHIPPING SERVICES

<b>Monthly Storage Fees</b> <b>(per dose on a single cane, no bulk storage)</b>	
Per month, for 1 to 4 doses	\$15 per dose
Per month, 4 or more doses	\$10 per dose
<b>Shipping Services</b>	
SES Shipping w/ 3 business day notice (subject to change without notice)	\$325
First Overnight/Saturday Delivery	\$50 additional
Dry shipper rental (per shipment) & you provide FedEx account number, or labels, and pay ALL shipping costs directly	\$50
Handling fee ( <i>for non-SES clients only</i> )	\$50 per shipment