

CONTRACT FOR FROZEN SEMEN

This agreement confirms the sale of frozen semen from the stallion **Twisther** (hereinafter referred to as the “Stallion”) by the buyer (name)

_____ of (address)

_____ whose signature appears below (hereinafter referred to as the “Buyer”) from Andy Kocher LLC of 638 Rocky Hollow Rd Charlottesville, VA 22911 (hereinafter referred to as “Seller”).

Terms and Conditions:

1. The fee for the semen shall be in US dollars payable on a per dose basis as follows:

- A. **\$500** per dose (“Purchase Price”) due in full prior to shipment of the frozen semen.
- B. **There is NO Live Foal Guarantee. There shall be no refund of the Purchase Price.**

Shipping & Handling:

2. **The shipping container must be returned.** The return shipping label will be included inside the container. All shipping costs will be charged on the buyer’s credit card, unless the buyer has a personal FedEx and UPS account number. Same day shipping and Canadian Shipping will be at cost.

3. Buyer agrees that the shipping container shall be returned (i.e. received) to Andy Kocher LLC within 3 days of receipt of semen via the same shipping service that delivered the shipment. **A late fee of \$25.00 per day shall be assessed for each day beyond the 3 day return period for which the shipper is not returned. Should the frozen semen tank be damaged, lost, or not returned within five (5) business days, the Mare Owner’s credit card will be charged the cost of the tank \$800.00.**

4. Each shipment requires liquid nitrogen to prepare semen container and transfer semen. **Owner shall pay \$150 liquid nitrogen/handling fee for each shipment** to prepare container and agrees to add this amount to the fees for the semen.

5. Andy Kocher LLC shall ship frozen semen from the stallion in viable condition when it leaves Andy Kocher LLC to the Buyer at the shipping destination supplied by the Buyer. Andy Kocher LLC holds no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to frozen semen.

6. Andy Kocher LLC assumes no responsibility for any loss or damage to a Mare bred with this semen. Buyer shall assume all responsibility for the condition of the Mare bred and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and Buyer further agrees to indemnify and hold harmless Andy Kocher LLC, its officers employees for any and all damages and liability.

7. This agreement may not be assigned or transferred by Seller without prior written consent of Andy Kocher LLC.

8. This agreement, and all of its terms and conditions shall be binding upon and shall inure to the benefit of all the successors and permitted assigns of the Buyer and Andy Kocher LLC.

9. The validity, construction, and enforcement of this agreement shall be in accordance with and governed by the laws of the state of Virginia.

of Doses Purchased: _____

Total Due For Frozen Semen Doses: _____

Seller signature Andy Kocher LLC

X _____ . Date _____

Buyer Signature

X _____ Date _____

Please Print:

Buyer Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Telephone: _____

Email _____

Payment Information:

Visa/MasterCard/American Express #: _____

Exp. Date: _____ Security Code : _____

Account Holder Name: _____

Account Billing Address: _____

City: _____ State: _____

Zip: _____

Semen Shipment Information:

FedEx or UPS Account # (please circle which service): _____

If none, credit card above will be charged for shipping.

Ship to: _____

Address: _____

City: _____ State: _____

Zip: _____ Telephone #: _____

E-Mail address (for tracking info): _____

If not submitting via email, please mail all checks and contracts to:

**Andy Kocher LLC, 638 Rocky Hollow Rd Charlottesville, VA 22911 Tel: 205-523-3088
Email Kocher83@aol.com**