Phone • 610-383-4717 Fax • 610-857-9106
info@ironspringfarm.com

Cum Laude - Per Dose Cooled Semen Sales Agreement

This Per Dose Cooled Semen Sales Agreement (the "Agreement") is entered into as of_____by and between Iron Spring Farm, Inc., a Pennsylvania corporation with its principal place of business at 75 Old Stottsville Road, Coatesville, PA 19320 ("ISF") and the purchaser listed below ("Purchaser").

PURCHASER INFORMATION		
Purchaser's Name:		
Address:		
Phone:	**(Primary Phone)**	**(Alt. Phone)**
Email:		

1. The Purchaser wishes to purchase semen from the following stallion (the "Stallion):

STALLION INFORMATION (the "Stallion")			
Stallion's Name:	**Cum Laude**	**Breed/Registration Number:**	**KWPN / 528003201002002**

2. FEES AND ADMINISTRATION:

(a) Breeding Fee. The total breeding fee ("Breeding Fee") due is shown below. A non-refundable reservation fee ("Reservation Fee") of $500.00 to confirm Purchaser's reservation of the Stallion is due by Purchaser to ISF immediately upon the signing of this Agreement. The Reservation Fee shall be applied against and reduce the Breeding Fee.

Total Breeding Fee:			
Sales tax: PA,FL & NJ	+		
(Reservation Fee):		**($500.00)**	Charged to credit card authorized herein upon receipt of signed Agreement
Balance Due			Charged to credit card authorized herein at time of order

After payment of the full amount of the Reservation Fee, the Breeding Fee and the additional fees described in Section 2, ISF agrees to provide to the Purchaser one dose of cooled semen from the Stallion (the "Semen") during ISF's Breeding Season (as defined in Section 2(b)).

(a) The breeding season for the Stallion via cooled Semen is **3.9.2026** to **7.31.2026** ("Breeding Season").

(b) In the event that ISF cannot provide Purchaser with Semen from the Stallion due to illness, injury, infertility, competition and travel schedule, death, sale of the Stallion, or for any other reason, ("Unavailability") on the date requested by Purchaser and there has not been any Semen shipped or

(c) otherwise provided to Purchaser under this Agreement, then the Purchaser may elect (i) cooled semen

(d) from another ISF owned stallion of Purchaser's choice, subject to availability and approval of ISF, (ii) a refund of the Breeding Fee and cancellation of this Agreement or (iii) in the event of Unavailability on a date requested by the Purchaser, the Purchaser may elect Semen from the Stallion on the next earliest date ISF determines is reasonably practical in its sole and absolute discretion or on such other date as Purchaser requests, subject to the Stallion's availability. After the semen has shipped or otherwise been provided to Purchaser, there will be no substitution of semen or refund of Breeding Fee. In no event is the Reservation Fee refundable.

(e) If there is insufficient Semen to fill all requests made for a given day, ISF, in its sole and absolute discretion, will determine which requests will be honored first.

(f) Cooled Semen may not be frozen for future use.

(g) The Breeding Fee includes the purchase of the Semen and the Reservation Fee. Any additional costs to the Purchaser hereunder are described below in Section 3.

3. COLLECTION, SHIPPING AND FEES OF SEMEN.

(a) Collection and shipment of Semen is performed at ISF by Select Breeders Service, Inc. ("SBS").

(b) Distribution Fees. The collection of Semen and shipping expenses (which together comprise the distribution fees ("Distribution Fees")) are set out in ISF's Schedule of Breeding Fees on its website at www.ironspringfarm.com for the Breeding Season and are payable to ISF. The Distribution Fees will be charged to the Purchaser's credit card prior to the Semen shipment.

Stallions Shipping Semen from PA	
Client pick-up fee PA	$275.60 (inc. 6% PA sales tax)
FedEx Priority Shipping	$500 (Mon-Thur. collections) - $515 (Fri collections)
FedEx First Overnight Shipping	Price available upon request

(c) Shipping Container. Semen is shipped in specialized containers which shall at all times remain the property of ISF. Each shipping container must be returned to ISF in good condition within the timeframe listed on the container and by the method specified in the container documents which are provided to Purchaser along with the Semen. A Late Fee, as set out in the Schedule of Breeding Fees, may be assessed to Purchaser's credit card for late return of the shipping container. Any loss or damage to the container will be the responsibility of the Purchaser and the repair or replacement cost will be charged to the Purchaser's credit card.

(d) Cancellation Fee. Purchaser agrees to pay a fee of **$225** upon the cancellation of any request for shipment of Semen received by ISF after collection is completed if ISF determines, in its sole and absolute discretion, that it cannot use the Semen for another client.

(e) Credit Card Required. ISF requires that the Purchaser provide valid credit card information to ISF for payment of the Reservation Fee, the Breeding Fee, any late fees, loss or damage to the shipping container, cancellation fee and for the billing of Distribution Fees prior to each shipment of Semen ("Additional Service Fees"). Applicable sales tax will be charged with respect to each Fee hereunder.

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Purchaser hereby authorizes ISF to directly bill the following credit card account number for all Additional Service Fees incurred in connection with this Agreement. ISF reserves the right to refuse to perform any service under this Agreement except upon its receipt of authorization of applicable charges to the following credit card account with respect to which the Purchaser is an authorized user:

CREDIT CARD INFORMATION			
Credit Card Number: Visa/MC/Discover/Amex		**Expiration Date:**	
Account Holder Name:		**Security Code:**	
Account Billing Address:			

(f) **IN NO EVENT WILL SEMEN BE SHIPPED UNLESS ALL CHARGES AND FEES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL. THE PURCHASER AGREES NOT TO CONTEST ANY CHARGE MADE PURSUANT TO THIS AGREEMENT ON THE BASIS THAT THE MARE FAILED TO PRODUCE A LIVE FOAL OR OTHERWISE BECOME PREGNANT.**

(g) There will be no refund of any fees hereunder.

(h) Semen is typically available Monday through Friday *(no collections on Weekends)*. At rare times a stallion is given a "day off" from the breeding shed in order to insure optimal quality semen. Please keep ISF notified as the Mare enters her breeding cycle. Whenever possible semen is shipped overnight via Federal Express or UPS.

(h) Requests for semen must be made by 8PM Eastern Time of the day preceding collection and shipment or pick-up. ALL requests for semen shipments must be made via TELEPHONE. *Late notifications will be accommodated, if possible, but not guaranteed.*

SHIPMENT DESTINATION INFORMATION		
Attention:		
Address:		
Special Delivery Instructions:		
Phone:	**(phone)**	**(email)**

5. MARE. The Purchaser may only breed the Purchaser's mare identified below (the "Mare"). Upon submission to ISF of properly executed Mare Passport signed by a licensed veterinarian and indicating that a mare has been bred with the Semen, ISF will issue the appropriate Breeding Certificate. Semen provided under this Agreement may not be

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used to breed any mare other than the Mare identified in this Agreement. The Purchaser assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, and shipping or handling of the Semen after it leaves ISF.

MARE INFORMATION (the "Mare")					
Mare's Registered Name:				**Mare's Barn Name:**	
WILL THIS BE AN EMBRYO TRANSFER BREEDING? *YES or NO (circle one)*					
Age:		**Breed:**		**Registration #:**	
A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED.					
Registries Mare is Approved with:			**Preferred Registry for Foal:**		
Mare's Breeding Status:			**Planned Month of Breeding:**		
Has your mare been tested for Warmblood Fragile Foal Syndrome (WFFS)? *YES or NO (circle one)* ***Results:*** _____					

6. LIMITATION OF WARRANTIES: ISF warrants that the Semen has been processed and tested and is of marketable quality at the time of sale. PURCHASER SPECIFICALLY WAIVES ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED BY LAW. There is no live foal guarantee with regard to the Semen.

7. GENERAL PROVISIONS: ISF's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair ISF's future right to enforce its rights hereunder. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles, and the courts of the Commonwealth of Pennsylvania and the United States Courts for the Eastern District of Pennsylvania and shall have exclusive jurisdiction over any disputes arising hereunder.

Executed as of the date first set out above:

Iron Spring Farm, Inc. Purchaser

By:_____ _____

Its duly authorized agent