

Wichita Ranch
Mecom Bay Roan

2023

Frozen Semen Sales Agreement

This Agreement is made this _____ day of _____, 20____ by and between **Wichita Ranch**, hereinafter referred to as 'Seller' and,

Name ('Buyer'): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Seller agrees to provide the Buyer with 2 doses of Frozen Semen, per breeding cycle, between dates February 5, 2023 to June 5, 2023 of the stallion **Mecom Bay Roan AQHA #46616611** in exchange for a non-refundable fee of \$1,000.00 per insemination dose, payable to **Wichita Partnership, Ltd.** Buyer will receive no more than 8 straws for the breeding season of 2023.

Mare Information:

Registered name of mare: _____ Age: _____
Breed: _____ Registry: _____
Registration #: _____ Color: _____
Sire: _____ Dam: _____
Dam Sire: _____

Terms And Conditions

1. Seller makes no guarantees or warranties, expressed or implied as to the fertilizing capacity of any semen provided under the terms of this agreement.
2. Frozen semen from **Mecom Bay Roan** has resulted in pregnancies.
3. The stallion Mecom Bay Roan has been tested negative for: **Herda and 5 Panel Tested by AQHA.**
4. All sales are subject to availability and are final upon acceptance of this agreement. All fees are payable upon execution of this Agreement. Buyer specifically agrees and understands that no semen will be shipped until all fees have been paid.
5. There is no live foal guarantee.
6. Upon execution of this sales agreement and receipt of all fees the frozen semen becomes the property of the Buyer. Buyer agrees to pay storage fees associated

with the frozen semen to the storage facility if delivery of the frozen semen is not taken within five business days.

7. Buyer is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.
8. The Buyer shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever and therefore agrees to hold Seller or any person employed or associated with **Wichita Partnership Ltd./Wichita Ranch** harmless for any and all damages associated therewith.
9. Buyer is responsible for all shipping , tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

Washington Animal Clinic
2100 Hwy 36 N.
Brenham, TX 77833
Phone: 979-836-4531

*Please contact them for current shipping fees, protocol, and requirements. Talk to Misty or James.

10. Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hours of delivery.
11. Seller shall not be responsible for lost semen shipments or delays not within the control of the Seller such as missed flights, weather delays, failure of third party service, or acts of God.
12. The frozen semen is not insured during the shipment. Insurance for the value of the semen can be purchased through Fedex. Buyer is responsible for additional insurance fees.

This agreement shall be interpreted in accordance with the laws in the State of **Texas**. The Parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Buyers Initials_____

Buyer Signature: _____ Date: _____

Printed Name: _____

Seller Signature: _____ Date: _____

Printed Name: _____

Buyers Initials _____