

ELGIN BREEDING SERVICE, INC.  
PO BOX 68  
ELGIN, TEXAS 78621  
512/285-2019 OR FAX 512/285-9673  
E-MAIL ADDRESS: ebsbull@flash.net

**Date:**

**To:**

**From:** Cristal Ruddell

Dear

We are pleased to have your bull at Elgin Breeding Service, Inc. for semen collection. Enclosed please find a **contract** and a **health test agreement** for you to read, sign and return at your earliest convenience. It is mandatory that we know what health-testing plan you wish to use on your bull as the **CSS regimen requires 60 days to complete**. If you should have any questions about either the contract or the health tests, please call us. Also, please be aware that neither the bull nor his semen can be released until your signed contract is returned to our office. Again, **THANK YOU** for your decision to send your bull to EBS, Inc.

Regards,

Elgin Breeding Service, Inc.

**Enclosures:**

- Application and Contract
- Health Testing Information
- Insurance Information
- Semen Sales Agreement

## APPLICATION AND CONTRACT

### I. Parties

A. \_\_\_\_\_ (hereafter "Owner") is the owner or authorized Agent of the following named bull:

**DATE:**

**NAME OF BULL:**

**REGISTRATION NUMBER:**

**DATE OF BIRTH:**

Elgin Breeding Service, Inc. (hereafter "EBS") is a Texas corporation in the business of the collection and storage of semen and related activities.

### II. OWNER'S OBLIGATIONS

A. Owner agrees that the bull made the subject of this Contract shall be subject to the rules, regulations and health requirements of EBS.

B. Owner agrees to pay all charges for services under the terms of this agreement on or before the first day of the month following the month of billing. Payment is to be made to EBS in Elgin, Bastrop County, Texas. The amount of the fees to be paid for the charges are for general services furnished by or in behalf of EBS are to be charged per the fee schedule being used by EBS at the time the services are performed. Charges for services not scheduled are to be charged at the usual and customary rate. Any payments not made by the first day of the month following the month in which the amount was first billed shall bear interest after that date at a rate of one and one-half percent (1 1/2%) per month, or the highest rate permitted by state law, whichever is lower. Prices are subject to change without notice.

C. If this is a partnership bull and you wish EBS to divide semen and charges, each partner must sign a copy of this agreement. Each partner is jointly and severally liable for all charges incurred and not paid by the responsible partner. There will be a monthly charge to each partner for this extra service: up to 3 partners: \$10.00 per month per partner 4 or 5 partners will be charged \$50.00 per month per partner. Please attach a list of names, addresses, phone numbers (required), and percentages of ownership to this contract. A partnership account should be set up when there are 5 or more partners with 1 of the partners as the manager. EBS **will not** divide semen and charges for partnerships of 5 or more partners.

D. Owner expressly grants to EBS a security interest in the bull made the subject of this application and semen collected and/or stored by EBS for any charges under this agreement.

E. "Owner agrees to indemnify and hold harmless EBS, its agents "not including common carriers" and its employees from any and all claims by Owner or third parties for the loss of semen and/or injury and/or sickness and/or death of a bull and any females inseminated by semen processed, stored or shipped by EBS. This Agreement to indemnify and hold harmless from claims by the owner or third parties includes any claim arising out of the loss, destruction or disappearance of semen while semen is being shipped to or from EBS. This Agreement to indemnify and hold harmless specifically includes claims based on product defect or any theory of product liability or on the alleged negligence of EBS, its agents or its employees. EBS agrees to indemnify owner from any claim by EBS, its employees or any third parties for injury caused by the bull made the subject of this Agreement which claim arises during the time the bull is in the custody and control of EBS."

**F. Owner and/or Agent agree to maintain mortality and/or other insurance, as they deem necessary to protect them from loss of the bull and/or his semen. Please review enclosed information on insurance availability.**

**III. OBLIGATIONS OF ELGIN BREEDING SERVICE, INC.**

A. EBS agrees, in consideration of the payments and promises to pay made above, that it will collect, process and store semen from the designated bull under the terms of this agreement. EBS will further board and care for the said bull and provide veterinary and non-veterinary services reasonably necessary to care for same, with charges to be made in accordance with Paragraph II. B. for said services. EBS reserves the right of judgment as to which collections are not worthy of freezing and/or storage.

B. EBS makes no guarantee or warranty as to the fertilizing capacity of any semen processed or stored under this agreement.

C. EBS makes **NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED**, which extends beyond the description of the services agreed upon herein, and hereby **DISCLAIMS ALL WARRANTIES**, including **WARRANTIES OF MERCHANTABILITY** or fitness for a particular purpose.

D. By signing this Contract, the Owner authorizes EBS to check with any organized credit bureau or credit reporting company to obtain a written or oral report on the status of my credit or the credit of my company as permitted by federal and state law.

E. This Contract becomes binding upon the parties when it has been fully completed by the applicant and accepted by EBS.

\_\_\_\_\_  
OWNER/AGENT DATE

\_\_\_\_\_  
OWNER SOCIAL SECURITY NUMBER (**REQUIRED**) PHONE & FAX NUMBER

\_\_\_\_\_  
OWNER E-MAIL ADDRESS

\_\_\_\_\_  
ELGIN BREEDING SERVICE, INC. By: DATE

- Do you wish Elgin Breeding Service, Inc. (EBS) to act as your agent for selling semen: **YES**      **NO**
1. If you circled YES, please fill out the enclosed Semen Sales Agreement and return with your contract.
  2. EBS will take a 30% commission on any sales that we make.
  3. We do not have an exclusive sales agreement and you are free to market and sell your semen in any manner you wish. EBS will only get a commission on sales **they** make.

**ELGIN BREEDING SERVICE, INC.**  
**HEALTH TEST AGREEMENT**

**INSTRUCTIONS:**

1. Read each of the Health Test Plans (attached)
2. Look over the Fee Schedule for each plan (below)
3. Call EBS at 512/285-2019 or 2712 if you have any questions,  
**ESPECIALLY IF YOU ARE PLANNING TO EXPORT THIS SEMEN.**
4. Decide which plan will best meet your needs for the semen which we are to collect and process.
5. Fill in, sign and return **THIS sheet along with the contract** and return to:

Elgin Breeding Service, Inc.  
P.O. Box 68  
Elgin, TX 78621

**FEE SCHEDULE**

(Prices subject to change without notice)

**BASIC HEALTH TESTS:**

1. The tests listed will be performed on each bull that enters the stud for collection, at a fee of \$205.00 plus \$57.50 weekly up to 6 weeks.
2. We suggest that all bulls entering this facility receive a rumen magnet, **(IF HE DOES NOT ALREADY HAVE ONE)** at a charge of \$25.00.
3. Blood typing preparation fee is \$30.00 (Your breed association will charge you for the actual blood type).

**OPTIONAL ADDITIONAL TESTS FOR CERTIFIED SEMEN SERVICES:(hereafter "CSS")**

1. The Basic Health Test will be performed upon the bull's entry to the stud, with the CSS isolation phase beginning 30 days afterward. **CSS ISOLATION REQUIRES 60 DAYS TO COMPLETE.**
2. Total Fee for CSS: \$550.00

**NAME OF BULL:**

**REGISTRATION NUMBER:**

I wish to use the following Health Test plan on my bull: **(CIRCLE ONE)**

\* BASIC HEALTH TEST - ONLY or \* BASIC HEALTH TEST PLUS CSS

**Australia - Canada - Venezuela - South Africa - Argentina - Paraguay (Circle Country(s))**

**\*Note: See Page 4 for additional health testing and export information.**

Do you wish the bull to be blood typed: \* **YES** \_\_\_\_\_ **NO** \_\_\_\_\_ \*

**(YOU NEED TO HAVE YOUR BREED ASSOCIATION SEND US A KIT!!!)**

Do you wish a rumen magnet be administered to this bull: **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Production: Number of units of semen you want collected \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF OWNER/AGENT

\_\_\_\_\_  
PHONE & FAX NUMBER

\_\_\_\_\_  
DATE

**IMPORTANT: IF YOU HAVE ANY QUESTIONS ABOUT EXPORT REQUIREMENTS TO ANY PARTICULAR COUNTRY, YOU ARE ADVISED TO CONTACT EBS FOR CURRENT INFORMATION. EXPORT REQUIREMENTS CHANGE FREQUENTLY. IF NECESSARY EBS CAN CUSTOMIZE HEALTH TESTING FOR A PARTICULAR COUNTRY - BUT ONLY IF WE KNOW YOU NEED IT. PLEASE CALL FOR ASSISTANCE.**

## ADDITIONAL HEALTH TESTING AND EXPORT INFORMATION

Basic EBS Health Test: This battery of tests will be sufficient if you are planning on using the semen collected for your own use or selling domestically.

Basic EBS Health Test **Plus CSS**: This battery of testing requires 60 days to complete, starting with the pre-entry health test, 30 days isolation testing, 6 Trich & Vibrio tests done 7 days apart, and 2 TB tests that are 60 days apart. This testing will qualify your semen to be exported to the following countries providing the testing results are negative. If any additional testing is required, it is listed beside that country:

- Argentina (Also requires a negative Bluetongue AGID, Elisa, or CF test, CF for Q Fever- Semen is qualified AFTER CSS is complete).
- Australia (Semen is qualified AFTER CSS is complete and additional testing is required and additional expense)
- Brazil
- Canada (Requires additional testing, including Bluetongue)
- Venezuela (May require additional Bluetongue test)
- Colombia
- Costa Rica
- Ecuador
- Uruguay (Also requires a negative Bluetongue AGID or Elisa)
- Bolivia
- Guatemala
- Dominican Republic
- Peru
- Paraguay (Requires additional Bluetongue tests)
- South Africa

EBS will work with you to qualify your semen for export, provided we know what countries you are interested in. It is **VERY IMPORTANT** that you let us know **at the time you bring in your bull** for semen collection that you want to export your semen and inform us where the semen will be exported. The USDA Health Protocols for any country are **subject to change without notice** and we can check the USDA web site for the latest information and detail your health testing to fit your needs. We can also get health testing protocols for most countries not listed above.

**IMPORTANT:** Health testing done at the time of semen collection is the single determining factor as to where those collections may be exported. Should your export opportunities change and necessary testing was not done at the time of semen collection, **YOU WILL NOT BE ABLE TO EXPORT!**

**BASIC (PRE-ENTRY) HEALTH TEST**  
**(FOR ALL BULLS ENTERING EBS)**

**ALL BULLS** entering this facility will receive the following battery of tests. This complete health test is for the protection of your bull and for all bulls housed in the stud. Semen collected under the Basic Health Test **only** will qualify the semen for some countries (see Page 5). If you are interested in exporting, you are advised to contact EBS for more information.

Tuberculosis: Intradermal tuberculin

Brucellosis: Tube/Plate/CF @ 1:10/Card

Leptospirosis: Blood test for 5 serotypes: L. Pomona, L. Hardjo, L. Canicola, L. Icterhaemorrhigiae, and L. Grippytyphosa

Trichomoniasis: Culture

Campylobacteriosis (Vibriosis): Culture

Anaplasmosis: CF

Leukosis: AGID

BVD: Elisa

\*IBR: Virus Isolation Cell Culture on Whole Blood

\*BVD: Virus Isolation Cell Culture on Whole Blood

\*PI3: Virus Isolation Cell Culture on Whole Blood

Paratuberculosis (Johnes): Fecal Culture

Paratuberculosis (Johnes): CF

Bluetongue: AGID and c-Elisa

Vesicular Stomatitis: Serum Neutralization (1:8) New Jersey/Indiana

\*IBR/BVD/PI3 Virus Isolation on Whole Blood not done at this time if the bull is CSS tested.

**CSS ISOLATION TESTING**  
**(OPTIONAL)**

**CERTIFIED SEMEN SERVICES (CSS)** is a subsidiary of the National Association of Animal Breeders (NAAB). The mission of CSS is to reduce the risk of disease through member compliance with CSS requirements and procedural standards.

**THE FOLLOWING TESTS** will be conducted **at least thirty (30) days after** the Basic Health Tests are given. CSS testing requires **sixty (60) days to complete.**

Brucellosis: Tube/Plate/CF @ 1:10/Card

BVD: Virus Isolation Cell Culture on Whole Blood

IBR: Virus Isolation Cell Culture on Whole Blood

PI3: Virus Isolation Cell Culture on Whole Blood

Leptospirosis: Blood test for 5 serotypes: L. Pomona, L. Hardjo, L. Canicola, L. Icterhaemorrhigiae, and L. Grippytyphosa

Trichomoniasis: Six individual cultures performed at one-week intervals

Campylobacteriosis (Vibriosis): Six individual cultures performed at one-week intervals

BVD: Tissue culture inoculation on two passages of semen sample

IBR: Tissue culture inoculation on two passages of semen sample

PI3: Tissue culture inoculation on two passages of semen sample

Tuberculosis: Intradermal tuberculin (60 days after Basic Health Tests)