

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 Ram at Elgin Breeding Service, Inc. for semen collection. Enclosed please find a **contract** for you to read, sign and return at your earliest convenience. If you should have any questions about the contract please call us. Also, please be aware that semen can not be released until your signed contract is returned to our office. Again, **THANK YOU** for your decision to send your Ram to EBS, Inc.

Regards,

Elgin Breeding Service, Inc.

Enclosures:

- Contract
- Release and Waiver of Liability

APPLICATION AND CONTRACT

I. Parties

A. _____ (hereafter "Owner") is the owner or authorized Agent of the following named ram:

DATE: May 19, 2014

NAME OF GOAT:

REGISTRATION NUMBER:

DATE OF BIRTH:

B. 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 Ram 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 Ram 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: 1 to 2 partners:\$10.00 per month per partner and 3 to 4 partners will be charged \$25.00 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 Ram 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 Ram 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 Ram made the subject of this Agreement which claim arises during the time the Ram 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 Ram 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 Ram under the terms of this agreement. EBS will further board and care for the said Ram 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

Production: Number of units of semen you want collected _____

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 sales **they** make.