



## Lookout Mountain Genetics Custom Collection

### SEMEN COLLECTION, FREEZING AND STORAGE AGREEMENT

This agreement is entered into by and between Lookout Mountain Genetics, LLC ("LMG") and  
Owner/Ranch Name \_\_\_\_\_

Address \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(individually or collectively hereafter referred to as "Owner"). If the Owner is a legal entity or more than one person, all notices, invoices and correspondence regarding this agreement will be sent to the attention of the following person who has been designated as the agent by the Owner:

Agent/Other Owner Name \_\_\_\_\_

Address \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

LMG and Owner agree that LMG will collect, freeze, process, store, appraise and/or ship semen pursuant to the following terms:

1. **Bull to be Collected ("Bull").** Owner represents and warrants sole and complete ownership of the Bull identified in this paragraph which is the Bull delivered to LMG pursuant to this agreement.

Bull Name: \_\_\_\_\_ NAAB Code: \_\_\_\_\_ Tattoo: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

2. **Collection Goals.** LMG will attempt to collect, process and store the following units of semen from the Bull:

\_\_\_\_\_ **# units**

3. **Fees.** LMG will perform services according to the following fee schedule:

Bull Housing Fees: \$12.00 per day

Semen Collection Fees: \$2.75 per unit

Semen Shipping Fees: Handling charge of \$35 per container plus direct shipping costs

4. **Change of Fees.** All LMG fees are subject to change upon providing Owner written notice of such changes.

5. **Waiver.** Owner agrees to waive any claim against LMG for liability arising out of injury, sickness or death of the Bull, or destruction or damage to Semen, unless resulting from LMG's gross negligence or willful misconduct. Owner(s) agree to insure bull(s) at their own expense.

Read and agreed \_\_\_\_\_ (Initial)

Veterinarian, Health Inspection, Blood Typing and Genetic Tests required by breed associations or regulatory agencies: These are the responsibility of Owner and, if paid by LMG, will be reimbursed immediately by Owner.

6. **Health Addendum.** Owner will deliver, with the bull, a health certificate by an accredited veterinarian certifying negative tests within the prior thirty day. Additional testing is available at Owner's expense upon request.
7. **Collection of Semen.** LMG will use its best efforts to collect, process, store, evaluate and distribute semen of the highest quality, but makes no warranty as to the quality of fertilizing capacity of semen and reserves the right to discard semen which does not meet its standards.
8. **Semen release from storage and shipping.** Semen will be released from storage upon request of Owner, provided LMG has received payment for all charges in regard to said Semen and further provided that Owner is current on its account with LMG. Semen will be shipped or released upon following terms:
  - a. Shipments will be made at the request of the Owner. Requests will be taken by phone, mail, and E-mail.
  - b. A handling charge for the use of the shipping container and nitrogen will be assessed on all ground transportation and air shipments. Freight charges are in addition to the handling charge. Freight and handling charges can be charged COD to the person receiving the shipment or can be billed to the LMG customer requesting the shipment. Third-Party billing is available only with prior approval. Major credit cards are also accepted.
  - c. Call tags will be sent for all shipments sent UPS. All shipping containers sent by other modes must be returned prepaid within 10 days. A fee will be charged to Owner who requested the shipment for any shipping containers not returned in a reasonable amount of time.
  - d. Incoming shipments will be charged a handling fee in addition to any other freight charges incurred in receiving or returning the shipping containers.
  - e. **Lookout Mountain Genetics, LLC assumes no liability as to the declared value on units of semen. Lookout Mountain Genetics, LLC will handle, store and ship all semen with the utmost care and concern but will be held harmless for any and all loss or damage that may occur when semen is handled, stored or shipped. It is the responsibility of the owner of the semen to maintain adequate insurance to cover loss or damage as described above.**
  - f. **Invoices and Late Charges.** All invoices are due and payable by the end of the month in which the invoice is received. If the full amount of the invoice is not paid when due, LMG will assess a finance charge at the greater of 15 % per month or the maximum amount allowed by law.
9. **Warehouse Receipt.** This agreement in conjunction with any invoices sent to Owner, constitutes a warehouse receipt. LMG, in its capacity as a storage facility, warehouse, and warehouseman, has lien rights in Semen pursuant to applicable law and has various rights arising therefrom, including but not limited to, the right to sell Semen by private or public sale, if LMG is not paid for its storage, transportation, insurance, labor or other charges, present or future, in relation to Semen and for expenses necessary for preservation of it.
10. **Security Interest.** Owner grants to LMG a security interest in the Bull and Semen, and proceeds thereof, to secure all obligations now or hereafter owing LMG by Owner pursuant to this Agreement. Upon request by LMG, Owner shall execute any and all documents requested by LMG in furtherance of its rights as a secured party, including but not limited to bills of sale, registration documents, health papers and requests for semen certificates.

**11. Disposal of Semen.** If owner fails to make payment within 90 days of any invoice date, LMG will have the right to dispose Semen without incurring liability to the owner or third party beneficiaries, provided that LMG has provided Owner written notice of its intention to dispose of Semen and Owner has not paid all outstanding invoices within 30 days of the date such notice was mailed to Owner.

**12. Joint and Several Liability.** Each Owner of the bull is jointly and severally liable for all obligations owing to LMG pursuant to this Agreement.

**13. Legal Fees.** Owner will be responsible to LMG for all attorney fees and court costs incurred as a result of Owner's failure to perform its obligations under this Agreement.

**14. Limitation of Liability.** Under no circumstances will LMG have any liability for consequential damages. Under no circumstances will any of LMG liability under this Agreement exceed the total fees paid by Owner to LMG pursuant to this Agreement, whether such claim is based in contract, warranty negligence, equity or strict tort liability.

Read and agreed \_\_\_\_\_. (Initial)

**15. Risk of Loss.** Owner agrees that if semen is lost, damaged or destroyed during shipment, the risk of loss is on Owner and that LMG will not be liable for such loss, damage or destruction.

**16. Limitation of Warranty.** LMG makes no warranty of any kind whatsoever, either express or implied, concerning its products, and the implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed.

**17. Termination of Agreement.** This agreement may be terminated by either party upon ten days written notice. Upon termination, the Owner will immediately remove the Bull and all stored semen and will pay all charges accrued through the date of removal.

In witness whereof, the parties hereto have respectively executed this agreement in duplicate on the date indicated below.

**For Owner:**

**LMG:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_