

CUSTOM BULL SEMEN COLLECTION AGREEMENT

Red Valley Genetics, LLC, hereinafter referred to as "RVG", and the Owner or Owners of the Bull described below, hereinafter referred to as "OWNER", agree to the following:

Reg. Name: _____ RVG #: _____
Breed: _____ Owner: _____
Reg. #: _____ Address: _____
DOB: _____ City, ST, Zip: _____
Tattoo: _____ Phone: _____
Sire: _____ E-Mail: _____
Dam: _____ # Straws US: _____
Arrival: _____

1. RVG will collect, process, evaluate, ship or store semen as specified by OWNER, and render all other services requested by OWNER at the fees specified.
2. RVG shall use its best efforts to collect, process, store, evaluate and distribute semen of the highest quality, but makes no warranty as to the quality or fertilizing capacity of the semen and reserves the right to discard any semen which does not meet RVG standards. The OWNER agrees to waive any claim against RVG and indemnify and hold RVG harmless against any liability for injury, illness or death of animals inseminated with such semen, or loss or damage incurred in collecting, processing, storing, evaluating, packing and shipping semen, except that resulting from negligence of RVG.
3. RVG shall provide the generally recognized and accepted standard of care for the Bull and OWNER agrees to waive any claim against RVG and indemnify and hold RVG harmless against any liability or injury, illness or death of the Bull. OWNER agrees to insure animal at Owner's expense.
4. RVG shall ship semen upon request of OWNER or of a person duly authorized in writing by OWNER, subject to the regulations of the state into which the shipment is to be made. Expense of shipment, title and risk of loss shall be borne by the OWNER, including shipping container.
5. OWNER must deliver to RVG with the Bull, a current registration certificate, a health certificate by an accredited veterinarian certifying negative tests within the prior (30) day period for Tuberculosis, Brucellosis, Five Strains of Leptospirosis, BVD (virus isolation or Antigen Capture ELISA) declaring the Bull to be free of all contagious and/or infectious diseases.
6. Owner agrees to have the bull picked up within 5 days after notification or daily rate increases to \$25 per day.
7. This Agreement may be terminated by either party upon ten (10) days written notice. Upon termination, OWNER shall promptly arrange to remove the Bull and shall pay all charges accrued to the date of removal. Signing of this contract will authorize storage of semen at RVG even though the Bull has been removed.
8. This Agreement is based on OWNERS personal inspection and investigation of the facilities and procedures used by RVG and not on any representation, conditions, or warranties not contained herein.
9. Each person signing the Agreement as OWNER (or authorized agent of the OWNER), represents and warrants that he is the Owner of, or one of the Owners of the Bull (or is the authorized agent of the OWNER), and is duly authorized to enter into this Agreement on behalf of any Owner not signing, and assumes full responsibility for the obligations of OWNER pursuant to this Agreement.
10. RVG reserves the right to change fees for services upon thirty (30) days written notice to OWNER. OWNER shall have the right to terminate this agreement prior to the effective date of the revised fee schedule. If the Agreement is not terminated, OWNER shall be deemed to have agreed to the revised fee schedule as of its effective date.
11. Terms of payment for all services are due on receipt or the date the Bull is picked up by the owner. All services must be paid in full before the bull leaves RVG. Any account thirty days past due shall be assessed without notice a late fee of 18% per month upon the outstanding balance of the account.
12. The parties agree that until such times as all payments made under this agreement are paid, RVG shall have the right to the exclusive possession of the livestock above described, including all of the products and proceeds thereof. Possession by RVG shall constitute perfection of the security interest of RVG in the livestock collateral under the provision of SDCL 57A-9-305.
13. In the event the OWNER does not pay the charges due RVG under the terms of this Agreement, then RVG shall give the OWNER thirty (30) days written notice of intent to foreclose. If the OWNER fails to pay all charges within such thirty (30) day period, then RVG shall thereupon have all rights and remedies with respect to the livestock collateral as allowed security parties under SDCL 571-9, including the right to sell the livestock and semen at public or private sale at such prices as RVG may deem reasonable. Such sale may be made without further demand for performance or notice of intention to sell or of the time or place of such sale, except to the extent such notice is required by SDCL 57A-9. Secured party or any other party may be the purchaser of any or all of the livestock collateral so sold and thereafter hold the collateral free from any claim or right of the OWNER whatsoever kind, including OWNER'S equity of redemption, if any. The rights, remedies and benefits of RVG, as secured party, herein expressly specified, are cumulative and not exclusive of any rights, remedies or benefits that the secured party may otherwise have.

14. Delivery and pick up of any/all bovine will be Monday through Friday between 8 am to 5 pm (MT).

15. All notices required or permitted hereunder shall be effective when mailed, certified mail, return receipt requested, to the OWNER at the address set forth herein or such other address as the OWNER may hereafter in writing designate. No delay or forbearance by RVG in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise any other right or power at any other time. No provision hereof shall be modified or limited except by a written instrument expressly referring hereto and to the provisions so modified or limited.

16. I have read and agree with the above RVG contract, including service fees.

FEES SUBJECT TO CHANGE WITH 30 DAYS NOTICE

BY: RED VALLEY GENETICS, LLC

OWNER (or Authorized Agent of the Owner)

DATE: _____

DATE: _____