Semen Contract

AGREEMENT MADE THIS __ ____day of _____, 2008, by and between Prairie State Semen, Inc., with its principal place of business at 968 Co. Rd. 1000 North, Champaign, Illinois and _____, with his principal place of business at _____, _____, _____, _____.
Address City State Zip code

1. Agreement: Prairie State will provide sire specified semen from any boar in the stud at a **20% discount**.
   - Customer will purchase **20 doses or more of sire specific semen** between 03-01-08 and 06-01-08.
   - PSSS will bill customer the difference between advertised price and contract price for any unused doses.
   - This contract is for Sire Specific pricing only. Over-run, breed specific, and terminal semen are exempt from this contract and will not count towards the dose amount specified in contract.
2. Customer shall pay all shipping charges. Main courier will be UPS.
3. Subject to the availability and demand of other customers. Prairie State Semen, Inc. will ship semen according to the orders phoned, mailed, faxed or electronically transmitted by customer.
4. All semen tubes will be labeled with boar line, name, date, and extender used.
5. Term: The term of this agreement will be between 03-01-08 and 06-01-08. Prairie State Semen, Inc. will charge all invoices to account for customer, ship COD, or place on a credit card.
6. Choice of Law and Forum selection: the laws of the state of Illinois shall govern this contract. Any action, suit, or proceeding instituted by customer arising from the contract or the parties' relationship shall be brought by customer exclusively in the state court of Illinois in Champaign County.
7. Limitations on Warranties, Claims and Damages, Remedies, and time to bring suit:
   - No warranties beyond contract description. Prairie State Semen, Inc gives no warranties, express or implied, regarding the semen or the progeny of the semen. Prairie State Semen, Inc. gives no warranties of merchantability, health, or fitness for a particular purpose. No oral or written representations made by Prairie State Semen, Inc. before or after signing this contract shall be interpreted to contain any such warranty unless Prairie State Semen, Inc. explicitly agrees otherwise in writing. Customer agrees that semen is delivered "as is" and "with all faults".
   - Limitation on claims and damages: Under no circumstances shall Prairie State Semen, Inc. be liable to customer for incidental, consequential, or punitive damages, whether arising in contract, tort, negligence, strict products liability, statutory violation (including but not limited to the Illinois consumer fraud and deceptive business practices act, the Illinois diseased animal act, and the Illinois swine disease control and eradication act), or regulatory violation.
   - Exclusive remedies: Customer's remedy of replacement (or at Prairie State Semen, Inc. option, refund of the fee) is the customer's sole and exclusive remedy as against Prairie State Semen, Inc. arising out of the swine semen.
   - Time to bring suit: Customer agrees that in no event may any lawsuit arising out of the semen delivered, this contract, or the parties relationship must be filed against Prairie State Semen, Inc. more than 3 months from delivery of the semen.
8. Customer understands and accepts the allocation of risks: Customer is a swine producer who is knowledgeable about swine, swine production, swine diseases, swine reproduction, swine genetics, and about this type of transaction. Customer has the knowledge, skill, and experience of a swine merchant. Customer has made an independent evaluation and risk assessment and agrees that the risks of this contract are fair, reasonable and not unconscionable.
9. Liability: Customer assumes the risk of liability arising from or pertaining to the possession, operation or use of such purchased semen. Customer shall indemnify and hold Prairie State harmless from and against all claims, costs, expenses, damage, liabilities, arising from or pertaining to the possession, use or operation of each dose of boar semen provided.
11. Indemnification: Customer shall indemnify and hold Prairie State harmless from all losses, damages, claims, penalties, and expenses, including attorney's fees, howsoever, arising or incurred of the real or alleged use, operation of semen purchased from Prairie State Semen, Inc.
12. Entire agreement: This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
13. Notices: All notices or other documents under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties of their last known address:
14. Non-waiver: No delay or failure by a party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
15. Headings: Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.
16. Counterparts: This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
17. Binding effect: The provisions of this agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
18. Customer responsibility statement: There are numerous factors affecting the health, fitness, performance, and productivity of swine, including management, handling, nutrition, environment, sanitation, facilities, stress, and disease. Furthermore, these same factors can cause and materially affect infertility and diseases of swine, and the resulting economic impact, if any. Many factors may affect the viability and fertility of boar semen, which are beyond Prairie State Semen, Inc. control. Prairie State Semen, Inc. is not responsible for the eventual conception of females serviced by the semen nor for diseases, which result from the semen. Customer accepts full responsibility for these other factors and for the health, fitness, performance, and productivity of customer's swine here.
19. Miscellaneous Terms: Prairie State Semen, Inc. cannot be held liable under this contract in the event fire, strike, outbreak of disease, weather conditions, governmental action or regulation, or other conditions beyond its control prevents performance of its obligations. This contract shall be bonding upon the heirs, successors, administrators, and assigns of the parties, except that this contract many not be assigned by customer without the written consent of Prairie State Semen, Inc.
20. Disease statement: Prairie State Semen, Inc. cannot and does not guarantee the absence of pathogens or disease in the semen entrusted by Prairie State Semen, Inc. Pathogens or diseases may be present in the semen at the time of delivery or may appear later.

IN WITNESS WHEREOF the parties have executed this agreement.

PRAIRIE STATE SEMEN, INC
Col. Jon Fisher

By:_____

Date:_____

Customer

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