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## BREEDING CONTRACT – MULTIPLE MARE(S)

This Agreement, by and between Rising Star Ranch, LLC (“Rising Star Ranch”) and the undersigned Owner or Lessee of the Mare(s) described below (“Mare(s) Owner):

**1. Engagement.** The Mare(s) Owner hereby engages one breeding service to \_\_\_\_\_ (the “Stallion”) for each of the Mare(s) (the “Mare(s)”) listed below for the \_\_\_\_\_ breeding season. The Breeding Season runs from September 1<sup>st</sup> to July 15<sup>th</sup>.

Mare(s) Name: \_\_\_\_\_ Registration No.: \_\_\_\_\_

Mare(s) Name: \_\_\_\_\_ Registration No.: \_\_\_\_\_

Mare(s) Name: \_\_\_\_\_ Registration No.: \_\_\_\_\_

**2. Breeding Fee.** The breeding fee shall be \$ \_\_\_\_\_, per mare which is due upon execution of this Agreement.

**3. Other Services and Expenses.** It is understood that in addition to the above-stated breeding fee, Mare Owner(s) shall pay a lab processing fee of **\$10** per insemination dose. This fee applies to all semen pick up and drive up breedings. Mare(s) Owner shall pay board expenses at the rate of **\$16** per day for a dry mare or **\$18** per day for a wet mare (with foal) or **\$8** per day for mare in pasture, plus veterinarian services and related expenses including transportation to a veterinary facility, farrier services, special dietary services, and all other services and expenses reasonable or appropriate to ensure the well-being and breeding of the Mare(s) and/or foal. Board, lab and veterinary fees are subject to change. Rising Star Ranch will issue monthly statements of all such charges pertaining to board and services provided directly by Rising Star Ranch and veterinarian service and other vendors will bill directly to the Mare(s) Owner. Mare(s) Owner agrees to pay these charges in full upon receipt. Such charges shall be paid in full whether or not the Mare(s) is settled. In the event such payments are not received when due, Mare(s) Owner acknowledges and agrees Mare(s) Owner shall pay to Rising Star Ranch a 1.5% monthly (18% per annum) carrying fee on the total sum of any amount not paid when due. Mare(s) Owner shall pay all reasonable attorneys’ fees, paralegal fees, accountant fees and any other cost and expenses incurred by Rising Star Ranch in pursuing collection of the sums owed under this Agreement.

**4. Conditions for Acceptance of Mare(s).** A photocopy of both sides of the Mare(s)’s registration papers must be furnished and returned with this Agreement. Mare(s) Owner represents and warrants that the Mare(s) is healthy, of sound breeding condition, halter broken, is free from infection or disease and that the Mare(s) tested negative on a Coggins Test performed within six (6) months prior to the date of this Agreement. Prior to the Mare(s)’s arrival at Rising Star Ranch, the Mare(s) must have a veterinarian’s health certificate including worming and vaccination records and a current negative Coggins Test. If these documents are not presented in acceptable form upon the Mare(s)’s arrival, Rising Star Ranch shall have a veterinarian make proper test and evaluation at Mare(s) Owner’s expense. Rising Star Ranch reserves the right to refuse acceptance of the Mare(s), if, in the opinion of Rising Star Ranch, the Mare(s) is not in satisfactory condition. If the Mare(s) is refused, there will be no refund of the breeding fee. Another mare owned by Mare(s) Owner may be substituted. If no other mare is available this Agreement shall terminate and the parties shall be relieved of any further obligations or liability hereunder, except Mare(s) Owner’s obligation to remove the Mare(s) from Rising Star Ranch at Mare(s) Owner’s expense and Mare(s) Owner’s obligation to pay any outstanding charges and expenses.

**5. Breeding and Risks.** Rising Star Ranch will use reasonable diligence to settle the Mare(s) and shall have sole discretion in determining the method of breeding the Mare(s). Should the Mare(s) not settle, Mare(s) Owner releases and holds harmless Rising Star Ranch from any resulting losses or damages. Mare(s) Owner fully understands, authorizes and assumes the inherent risks and dangers in keeping, breeding and transporting horses and acknowledges that mortality and other insurance is solely the Mare(s) Owner’s responsibility.

**6. Transportation and Release.** Mare(s) Owner shall be solely responsible for arranging and paying the costs for transporting the Mare(s). The Mare(s) will not be released to Mare(s) Owner or any agent until all fees and expenses are paid to date. Rising Star Ranch shall have a lien against the Mare(s) and/or foal until such time as all charges and expenses are paid in full. This lien shall survive any transfer of possession. Mare(s) Owner shall provide Rising Star Ranch with reasonable notice of intent to pick up the Mare(s). Mare(s) Owner shall provide Rising Star Ranch with written authorization to release the Mare(s) to any third party transporter and Rising Star Ranch shall have no obligation to release the Mare(s) without such written authorization. Upon commencement of the loading of the Mare(s) by a third party transporter, Mare(s) Owner assumes full responsibility and liability for the health, welfare, care, soundness, breeding condition, and transportation of the Mare(s) and any such foals.

**7. Shipping Terms and Conditions.** Breeding provided by fresh cooled semen will be shipped according to the terms and conditions for shipped cooled semen set forth in Addendum A and fully incorporated herein. Breeding provided by frozen semen will be shipped according to the terms and conditions for frozen semen set forth in Addendum B and fully incorporated herein.

**8. Semen Handling-For Transported Semen.** Mare(s) Owner agrees to assume responsibility for all facets of breeding the Mare(s) and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. Rising Star Ranch agrees to ship semen to the location designated by Mare(s) Owner, but Mare(s) Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare(s) Owner agrees to use all semen provided by this Agreement solely to breed the Mare(s) named in this Agreement. Any attempt to use any portion of any semen shipped to Mare(s) Owner to breed any mares other than the Mare(s) shall automatically terminate all obligations of Rising Star Ranch under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. If multiple transports of semen are requested, Rising Star Ranch reserves the right to request a negative uterine culture, cytology or biopsy prior to providing further semen for insemination. Rising Star Ranch in its sole discretion may refuse to provide semen if Rising Star Ranch believes the insemination is not proper or the Mare(s) is not healthy. Mare owner agrees to pay the shipped semen charge of **\$225** for each semen shipment. Payment must be made before semen is shipped.

**9. Disclaimer.** Rising Star Ranch will use reasonable efforts to provide semen for transport on a first call, first serve basis. Mare(s) Owner acknowledges that this Agreement does not guarantee semen will be available. Rising Star Ranch makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Rising Star Ranch makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare(s) Owner. Mare(s) Owner hereby disclaims and releases Rising Star Ranch from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare(s), this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare(s) Owner agrees and acknowledges that Rising Star Ranch has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited trait. RISING STAR RANCH DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare(s) Owner and Rising Star Ranch arises, Mare(s) Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to an amount equal to the breeding fee specified herein.

**10. Live Foal Guarantee.** Rising Star Ranch provides a limited guarantee that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that a foal stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare(s) Owner shall be entitled to return the Mare(s) or a substitute Mare(s) approved by Rising Star Ranch, for breeding to the Stallion for the following breeding season only. If the Mare(s) Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare(s) Owner is responsible for payment of all boarding charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare(s) Owner also remains subject to all terms and conditions of this Agreement. This obligation by Rising Star Ranch to rebreed will apply only if the Mare(s) Owner notifies Rising Star Ranch within forty-eight (48) hours of foaling that the Mare(s) did not produce a live foal and within fourteen (14) days after the Mare(s) Owner's notice to Rising Star Ranch, Mare(s) Owner certifies to Rising Star Ranch that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the Mare(s) to produce a live foal. It is agreed that this provision will be of no further effect if the Mare(s) is taken to any other stallion before returning to the Stallion. If Mare(s) Owner fails to rebreed the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled and Rising Star Ranch is released from all obligations of this Agreement.

**11. Certificate and Multiple Foals.** Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare(s) Owner under this Agreement, Rising Star Ranch shall issue one breeder's certificate to the Mare(s) Owner. Should more than one embryo or foal result from a breeding, Mare(s) Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare(s) or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foal.

**12. Substitution.** This contract cannot be traded, sold, or transferred, in any fashion, to another party. If the Stallion dies, is unavailable, or becomes unfit for service, and the Mare(s) is not in foal, this Agreement shall become null and void. Rising Star Ranch, at its sole discretion may substitute another stallion in this event only with written consent of substitute stallion's owner. No refund will be made on the breeding fee.

**13. No representations or Warranty.** Mare(s) Owner agrees and acknowledges that Rising Star Ranch has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited trait. RISING STAR RANCH DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING.

**14. Waiver/Indemnification.** Rising Star Ranch shall not be liable for any damages to the Mare(s) arising out of or from the keeping or breeding of the Mare(s) or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, theft, running away, death, or injury during or after the term of this Agreement, whether the Mare(s) is on Rising Star Ranch property or not. Mare(s) Owner shall be solely responsible for all acts and behavior of the Mare(s) at anytime during the term of this Agreement and in no case shall Rising Star Ranch, its owners, management, agents, stallion owners and/or employees be held liable. Owner shall indemnify Rising Star Ranch, its owners, management, agents stallion owners, and employees for all damages sustained or suffered by reason of the breeding or keeping of the Mare(s) and for any claims arising out of the breeding act or keeping of the Mare(s). **WARNING:** Under Tennessee law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of the equine activities.

**15. Miscellaneous.** It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the expressed written permission of Rising Star Ranch; (d) this Agreement shall be governed by the laws of the State of Tennessee and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Bedford County Circuit or Superior Courts, Shelbyville, Tennessee, or in the United States District Court for the Middle District of Tennessee, Nashville Division and Mare(s) Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare(s) Owner acknowledges that failure of Rising Star Ranch to require performance of any provision of this Agreement shall not affect Rising Star Ranch' right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare(s) Owner is fully authorized to execute this Agreement on behalf of Mare(s) Owner; (h) should it be necessary for Rising Star Ranch to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare(s) Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by Rising Star Ranch; and (i) Mare(s) Owner acknowledges that Rising Star Ranch acts solely as agent for the owner of the Stallion, and Rising Star Ranch will be bound by the terms of this Agreement only for so long as Rising Star Ranch is designated as the agent for the Stallion.

**Mare(s) Owner**

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

**Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_, **State** \_\_\_\_\_, **Zip Code** \_\_\_\_\_

**Phone(Primary)** \_\_\_\_\_ **Phone(Secondary)** \_\_\_\_\_

**Payment By:**    **Check**        **Money Order**        **Cash**        **Visa**        **Master Card**        **Discover Card**

**Credit Card Number:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **Expiration Date:** \_\_\_\_/\_\_\_\_

**Authorization Code (last three numbers from back of card)** \_\_\_\_\_

**Cardholder's Signature** \_\_\_\_\_

Credit card charges will be charged a service fee of 2.8% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks

**Rising Star Ranch, the Stallion's Authorized Agent**

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