

7. Semen Handling-For Transported Semen. Mare Owner agrees to assume responsibility for all facets of breeding the Mare 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 Owner, but Mare 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 Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare 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 **\$25** for each semen shipment. Payment must be made before semen is shipped. Shipments to Canada require more documentation and an increased cost. Canadian breeders please contact our office for details.

8. Disclaimer. Rising Star Ranch will use reasonable efforts to provide semen for transport on a first call, first serve basis. Mare 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 Owner. Mare 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, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare 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 Owner and Rising Star Ranch arises, Mare 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.

9. Live Foal Guarantee. This agreement begins the day it is signed by the mare owner and all stallion service fees are paid. Anytime limitations begin on the first day mare is inseminated, which must occur within 12 months from signing this agreement. 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 Owner shall be entitled to return the Mare or a substitute mare approved by Rising Star Ranch, for breeding to the Stallion for the following breeding season only. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of all boarding charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare 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 Owner notifies Rising Star Ranch within forty-eight (48) hours of foaling that the Mare did not produce a live foal and within fourteen (14) days after the Mare Owner's notice to Rising Star Ranch, Mare 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 to produce a live foal. It is agreed that this provision will be of no further effect if the Mare is taken to any other stallion before returning to the Stallion. If Mare 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.

10. 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 Owner under this Agreement, Rising Star Ranch shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare 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 or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foal.

11. 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 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.

12. No representations or Warranty. Mare 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.

13. Waiver/Indemnification. Rising Star Ranch shall not be liable for any damages to the Mare arising out of or from the keeping or breeding of the Mare 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 is on Rising Star Ranch property or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at anytime during the term of this Agreement and in no case shall Rising Star Ranch, its owners, management, agents, and/or employees be held liable. Owner shall indemnify Rising Star Ranch, its owners, agents, management, and employees for all damages sustained or suffered by reason of the breeding or keeping of the Mare and for any claims arising out of the breeding act or keeping of the Mare. **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.

14. 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 express 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 Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare 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 Owner is fully authorized to execute this Agreement on behalf of Mare 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 Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by Rising Star Ranch; and (i) Mare 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** **Cash** **American Express** **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: _____