

Ravenscroft Equine, LLC
4323 Louisville Road
Salvisa, KY 40372
(919) 610-4133

Fresh Semen Breeding Contract for Simbara's Rio Bravo

1. BREEDING FEE:

The undersigned, Owner ("Mare Owner") of the Mare (Name) _____

Registration # _____ and Breed _____ hereby agrees to breed to the American Saddlebred Stallion, **Simbara's Rio Bravo** ("Stallion") ASHA# 120496 standing at Ravenscroft Equine, LLC. (hereafter "Ravenscroft") or its custodian, to pay a breeding fee of **\$2,000.00** covering the _____ breeding season.

If purchased as part of a Futurity or auction, that \$2,000.00 breeding fee will be deemed paid after Futurity and/or auction purchase price is paid in full.

(NAME OF MARE, REGISTRATION AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT.)

2. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN:

Prior to the semen shipment to the Mare owner, Ravenscroft or its custodian shall be furnished with a copy of the Mare's Registration papers.

The mare must also have a negative uterine culture within 90 days prior to semen shipment.

(A negative culture ensures your mare is free from infection and is ready to be bred, increasing her chances for successful conception).

3. TRANSPORTED SEMEN AGREEMENT

3.1) COLLECTION SCHEDULE - Collection of semen for shipment will occur on Mondays, Wednesday's, and Friday's throughout the designated breeding season. Shipment will be sent by priority overnight FedEx unless otherwise designated.

3.2) NOTIFICATION FOR SHIPMENT- Mare owners must notify Ravenscroft with a minimum of 48 hours in advance of the needed collection day. If airline shipment is requested, Ravenscroft must receive your shipping order 24 hours in advance of your collection for proper scheduling/ticketing. Semen availability will be on a first come first served basis. Purchaser expressly acknowledges that all orders for semen are subject to availability.

3.3) SEASONAL LIMITATIONS- A mare owner may not receive more than six (6) semen shipments during a regular breeding season. With proper notice, another mare may be substituted or the original mare may be sent to Ravenscroft or its affiliates for "on the farm" assisted insemination.

3.4) DESIGNATED BREEDING SEASON - Breeding season is from February 15 through June 30.

4. REBREEDING PRIVILEGE:

Ravenscroft and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion, or should her foal be born dead, the Mare Owner is guaranteed a return privilege for the same Mare or a substitute Mare, during the same or next season free of any additional fees except for any unpaid services, expenses, or future collection and shipping fees.

This privilege shall not apply unless Ravenscroft or its custodian is notified by registered or certified mail, return receipt requested, within one hundred twenty (120) hours which is 5 days of delivery of the aborting foal's death and a statement by a licensed Veterinarian follows within twenty (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

5. CONTRACT NULLIFICATION:

It is understood that should the Stallion die or become unfit for service and the Mare does not produce a foal, Purchaser will receive a substitution breeding to another Ravenscroft owned stallion at equal or lesser breeding fee value or you may elect to pay the difference if you choose to breed to one of our stallions at a higher breeding fee. No breeding fee will be refunded. Furthermore, in the event the Stallion dies or becomes unfit for service; frozen semen will not be made available to fulfill this contract.

6. REPRESENTATION:

Ravenscroft hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report and that any other information on the report shall be accurate. Ravenscroft **DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

7. WAIVER OF LIABILITY:

Except in the event of gross negligence, recklessness, or willful misconduct by Ravenscroft, its agents, servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare and/or foal. Mare Owner understands that Ravenscroft does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare or any foal that may be born to the Mare as a

consequence of breeding the Mare to the Stallion, and that all risks connected with breeding or provision of any service to the Mare and such foal shall be sole responsibility of the Mare Owner. MARE OWNER HEREBY AGREES THAT RAVENSCROFT PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NON-PERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT, IN NO EVENT SHALL RAVENSCROFT BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

8. PAYMENT OF FEES:

Mare owner hereby agrees to pay Ravenscroft all applicable charges, fees, services and expenses identified on the agreement. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable upon receipt of any invoice rendered by Ravenscroft. Mare owner will pay a late charge of one and one-half percent per month or the greatest charge allowed by law on all past-due monies. All payments shall be paid in lawful money of the United States at the office of Ravenscroft in Oxford, North Carolina.

9. REFUND OF FEES:

No fees are refundable under this agreement.

10. TRANSFERS OR SALE OF BREEDING:

The breeding or re-breed right may only be transferred with the sale of the above mare. In the event the above mare is not confirmed pregnant prior to transfer of ownership, the stallion service may transfer to the new mare owner, if the 1) the breeding service has been completely paid for, 2) the new Mare Owner executes a new service contract that is approved by Ravenscroft. These two items must be completed within 30 days of the above mare's signed ownership transfer form, otherwise the associated breeding service becomes nullified. There are no other provisions for the transfer or sale of these rights.

11. MISCELLANEOUS PROVISIONS:

Mare owner hereby agrees to indemnify and hold harmless the Ravenscroft parties from and against any and all claims, demands, causes of action, damage, costs, and expenses. Losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in the custody of Ravenscroft parties.

This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing, with 30 days notice, signed by both parties. Any communication or notice made in connection with this Agreement

shall be made in writing only.

Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of the Agreement with proper postage for first-class mail.

Mare Owner shall reimburse Ravenscroft for all costs, fees and expenses, including reasonable attorney's fees incurred by rights under this Agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with, however, taxes based on the net income of Ravenscroft.

In the event of the dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney's fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

This agreement may be executed by counterparts. Any lawful or unenforceable provisions of this Agreement shall be severable without affecting the validity of the balance of the agreement.

This agreement shall be governed by construed in accordance with the laws of the State of North Carolina.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.

Mare Owner Signature

Date

Mare Owner (Printed)

Address

City

State

Zip code

Phone Number

Email

Ravenscroft Equine, LLC

Date

Summary Sheet - Simbara's Rio Bravo

- 1) COMPLETE BREEDING CONTRACT, SHIPPING INFORMATION SHEET & CREDIT CARD INFORMATION SHEET. REMIT PAYMENT FOR THE BREEDING FEE AND BOOKING FEE IF APPLICABLE.

(Preferred payment form is via wire transfer or other form of electronic transfer such as: Venmo, Paypal, Cash App. Checks are welcome but are requested to be sent via priority mail with tracking number due to slow and unreliable US Postal Mail. If electronic form of payment is used, any fees charged by the processor are in addition to the required fee due to Ravenscroft. *(Example - if the processor charges credit card fees or electronic transfer fees such as on Paypal if not sent "Friends and Family", those fees would be in addition to the amount due for stallion service, collection or other billed charges due to Ravenscroft).*

*IF CHECKS, MAKE PAYABLE TO: RAVENSCROFT EQUINE, LLC
4323 Louisville Road
Salvisa, KY 40372
Phone: (919) 610-4133

- 2) THE CREDIT CARD AUTHORIZATION FORM MUST BE SIGNED AND RETURNED TO RAVENSCROFT BEFORE COLLECTIONS ARE SHIPPED TO COVER THE FOLLOWING EXPENSES:

COLLECTION FEE: \$495.00 + Overnight Shipping Fees (The collection fee includes 1 additional jump/cleanout the day before the collection that will be processed and shipped.)

NO SEMEN WILL BE SHIPPED UNLESS BREEDING FEES HAVE BEEN PAID AND AGREEMENTS HAVE BEEN SIGNED AND RETURNED.

- 3) TO ORDER COLLECTIONS WHEN YOUR MARE COMES IN HEAT AND WHEN YOU WISH TO RECEIVE YOUR SHIPMENT OF SEMEN **(MINIMUM 48 HOURS NOTICE REQUIRED)**:

CALL DAVID FRAZIER AT 919-610-4133

WEEKLY COLLECTIONS ARE MORNINGS (EASTERN TIME) MONDAY, WEDNESDAY, AND FRIDAY.

*REMEMBER 48 HOUR NOTIFICATION IS NECESSARY TO SCHEDULE
(FIRST CALL FIRST SERVED IN EVENT MULTIPLE COLLECTIONS ARE REQUESTED FOR SAME DAY)

IF COLLECTION IS NEEDED ON A TUESDAY, THURSDAY, OR SATURDAY AN EFFORT BY STALL WILL BE MADE TO ACCOMMODATE IF THEY ARE AVAILABLE. A RUSH FEE/PRIORITY COLLECTION FEE OF \$100.00 WILL BE CHARGED IN ADDITION TO THE STANDARD COLLECTION FEE SINCE IT OCCURED ON A NON-FARM COLLECTION DAY.

- 4) PLEASE NOTIFY RAVENSCROFT VIA EMAIL AT: RAVENSCROFTEQUINE@GMAIL.COM WHEN YOUR MARE IS CONFIRMED IN FOAL.

Simbara's Rio Bravo - Shipping Information Sheet

Ravenscroft Equine, LLC
4323 Louisville Road, Salvisa, KY 40372
Phone (919) 610-4133

MARE OWNER OR LESSEE:

PHONE: _____ **CELL:** _____

MARE'S NAME: _____ **REG#** _____

BREED _____

MARE MANAGER OR CONTACT: _____

PHONE: _____ **CELL:** _____

FAX: _____ **E-MAIL:** _____

FEDEX (next day delivery) _____ **HOLD FOR PICKUP:** _____ **SATURDAY DELIVERY:** _____

or

AIRPORT (same day delivery) _____ **AIRPORT INITIALS/CODE:** _____

CLOSEST AIRPORT IF SHIPPING BY AIR: _____

AIRLINE: _____

SHIPPING ADDRESS:

FEDEX OR SATURDAY ADDRESS:

Credit Card Authorization Form – Shipped Semen

This form is used to authorize Ravenscroft Equine, LLC to charge your credit card for ongoing shipments of semen, after the first shipment, via credit card if your collection/fee due is not paid by electronic transfer the day of collection. If a credit card is billed, a credit card processing fee of 3.5% will be added to your total due. Please fill out this form completely and return it to us via scan to: ravenscroftequine@gmail.com or by fax at (859) 469-4345.

Credit Card Information

Credit Card type: ___ AMEX ___ Discover ___ Mastercard ___ VISA ___

Card Number: _____ Exp. Date: _____

Card Security Value: _____

(See back of card for 3 or 4 digit number on signature strip or for AMEX on front above last

digits) Name on Card: _____

Credit Card Billing Address (where you receive your credit card

statements): Street: _____

City: _____ State: _____ Zip Code: _____ Country: _____

EMAIL: _____

Account Information

Customer or Farm Name: _____

Address: _____

Horse Name (s): _____

Authorization

I hereby authorize Ravenscroft Equine, LLC or their veterinary partners to charge for related medical breeding service fees, semen collections, semen shipment charges, or for shipping containers not returned.

COLLECTION FEE: \$495.00 + Shipping Fees or Air Shipping Fees if Counter to Counter is available and agreed to.

IF YOU RECEIVED YOUR SHIPMENT IN AN EQUITAINER, RETURN IT AND CONTENTS (WITHIN 72 HOURS) TO: Ravenscroft Equine, LLC - 4323 Louisville Road, Salvisa, KY 40372.

*IF NOT RECEIVED WITHIN 72 HOURS, YOU WILL BE CHARGED \$25.00 PER LATE DAY.

*IF NOT RETURNED WITHIN 14 DAYS, YOU WILL BE CHARGED \$350.00 REPLACEMENT FEE

*IF YOUR COLLECTION WAS SENT IN AN INSULATED CARDBOARD SHIPPING BOX, IF NOT RETURNED WITHIN 14 DAYS, YOU WILL BE CHARGED \$30.00 REPLACEMENT FEE

Cardholder Signature: _____ **Date:** _____