

Golden Ridge Farms

35444 N. 11th Ave. Phoenix, AZ 85086 (623)-516-0691

BREEDING AND TRANSPORTED SEMEN CONTRACT

THIS AGREEMENT is made this ____ day of _____, 20__ by and

between GOLDEN RIDGE FARMS and _____

(Mare owner or Lessee)

that in consideration of \$ _____, the owner of the Registered

Arabian Stallion _____, Registration # _____,

that is standing at GOLDEN RIDGE FARMS, agrees to breed to the

Registered Mare _____, Registration# _____,

owned/leased by _____.

Therefore, it is agreed by and between the parties hereto that upon payment

of twenty percent of the regular stud fee \$ _____, a non-refundable

booking fee, Golden Ridge Farms reserves one breeding and will ship semen

from the aforesaid stallion to the mare owner or lessee for use on the

aforesaid mare on the terms and conditions set forth herein. The balance of

the stud fee \$ _____ shall be paid when the aforesaid mare is checked

in foal.

BY: _____ (Agent for Golden Ridge Farms) DATE: _____

_____ (Mare Owner/Lessee) DATE: _____

TERMS AND CONDITIONS

1. **DELIVERY OF SEMEN:** GOLDEN RIDGE FARMS agrees that if the Mare Owner or Lessee complies with Paragraph 2 hereof, GOLDEN RIDGE FARMS will collect and deliver to a commercial shipper fresh semen from the aforesaid Stallion. Mare Owner/Lessee accepts all risks of shipment and GOLDEN RIDGE FARMS accepts no responsibility for delays in the shipment of semen or damages to the semen during shipment. Mare Owner/Lessee agrees that semen will be delivered subject to the reasonable availability of a commercial shipper and the conditions set forth in this Agreement.

2. **RESPONSIBILITIES OF PURCHASER PRIOR TO SHIPMENT:** Prior to any shipment, the Mare Owner or Lessee shall:
 - A. Deliver to Golden Ridge Farms a copy of the mare's registration papers.
 - B. Deliver to Golden Ridge Farms this completed Breeding and Transported Semen contract.
 - C. Deliver to GOLDEN RIDGE FARMS payment of \$250.00 as a refundable deposit on the shipping container and its accessories. The shipping container must be returned to GOLDEN RIDGE FARMS within five days of insemination. In the event of a container not being returned on time, there is a \$20.00 per day late charge. The shipping container and its components must be returned complete and in good condition. If any of the components (I.E. coolant cans, ballast bags, etc.) are damaged or missing, the cost of replacement will be deducted from the container deposit.
 - D. Deliver to GOLDEN RIDGE FARMS a non-refundable fee of \$250.00 per shipment of semen. This fee includes the collection fee as well as any shipping fee. (NOTE) All shipments are made by commercial carriers such as Federal Express or UPS. Semen will be shipped Priority Overnight. These services are not available for Sunday delivery or shipment and they charge premium rates for Saturday delivery which is not available at all locations. Therefore, if Mare Owner/Lessee requires shipments and Federal Express/UPS is not available, it must be made by a Commercial Airline and said

shipment would have to be picked up at the nearest airport by Mare Owner/Lessee. If that becomes necessary then there would be an additional \$40.00 courier fee for getting the semen to the airport.

- E. Notify GOLDEN RIDGE FARMS thirty-six (36) hours prior to the need for the shipment of semen. All shipments must be confirmed or canceled by 9:30 AM on the day of shipment.
- F. DESIGNATED VETERINARIAN: GOLDEN RIDGE FARMS agrees to ship semen to the location designated by the Mare Owner/Lessee, but in any event insemination must be done by a veterinarian knowledgeable of successful insemination techniques- YOUR MARE'S PREGNANCY DEPENDS ON IT.

3. ADDITIONAL RESPONSIBILITIES OF MARE OWNER/LESSEE:

- A. All requirements for foal registration shall be the responsibility of the Mare Owner/Lessee. The owner/lessee of the mare will also be responsible for the cost of the Transported Stored Semen Service Certificate which is to accompany the application to the Arabian Horse Registry providing all fees have been paid.
- B. The Mare Owner/Lessee shall assume all responsibility for the condition of the Mare and shall bear all risks of loss or damage to the Mare, and agrees to hold GOLDEN RIDGE FARMS, its agents and employees harmless from any and all damages associated with this Agreement.

4. ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT:

- A. GOLDEN RIDGE FARMS agrees to provide semen subject to the rules of the Arabian Horse Registry of America, Inc.
- B. Semen will be shipped on an every other day basis by UPS or Federal Express (unless special arrangements have been made).
- C. Every effort will be made to accommodate your Mare's breeding time frame, however, it is the Mare Owner/Lessee's responsibility to keep GOLDEN RIDGE FARMS informed so that your mare gets in foal in a timely basis. Failure to adhere to these requirements may result in missed heats, and delayed shipments AT THE MARE OWNER/LESSEE'S EXPENSE.
- D. GOLDEN RIDGE FARMS and its custodian anticipate a live foal from this mating. A live foal is defined 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 the foal be born dead, the Mare Owner/Lessee is guaranteed a return privilege for the

same mare or a substitute mare. If Mare Owner/Lessee waits until the following calendar year to utilize the re-breed then there would be a non-refundable \$250.00 re-breeding fee plus the usual \$250.00 per collection fee(s). This privilege shall not apply unless GOLDEN RIDGE FARMS or its custodian is notified by mail within ninety-six (96) hours of the aborting foal's death and a statement by a licensed veterinarian follows within twenty (20) business days with a statement setting forth the details and certifying that such abortion or death did not result from any act or omission of the Mare Owner/Lessee, and that all due care had been exercised and that the Mare had been afforded all reasonable protection.

- E. Mare Owner/Lessee hereby agrees that GOLDEN RIDGE FARMS 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 nonperformance of obligations which Mare Owner/Lessee may have undertaken to any third party in reliance upon any promises and representations made in this Agreement. In no event shall GOLDEN RIDGE FARMS be liable for any action or cause of action arising under this Agreement exceed the amount of the fees paid by Mare Owner/Lessee hereunder.
- F. In the event it is necessary for GOLDEN RIDGE FARMS to employ An Attorney At Law to enforce any portion of this Agreement, Mare Owner/Lessee agrees to pay all reasonable fees for said services and any costs including those for appeals. This Agreement and all matters pertaining thereto shall be governed by and interpreted in accordance with the laws of the State of Arizona. At the option of GOLDEN RIDGE FARMS, jurisdiction and venue for any dispute arising under or in relation to this Agreement shall lie only in Maricopa County, Arizona and Mare Owner/Lessee hereby submits to the jurisdiction of the court of said State and County for any action arising in connection with this Agreement.