

CEDAR RIDGE ARABIANS, INC.

R.J. and G.L. Ames

P.O. Box 8

JORDAN, MN 55352

952-492-6590 FAX: 952-492-3585

TRANSPORTED SEMEN AGREEMENT

MARE OWNER: _____

Telephone: _____ E Mail Address: _____

SHIP SEMEN TO:

ADDRESS:

Cedar Ridge Arabians, Inc. (CRA) is standing the Arabian Stallion,

NAME: TA Mozart _____

REGISTRATION #: 640918 at its facility during the 2023 breeding season.

CRA understands that the above Mare Owner has entered into an agreement dated _____ by which the Mare Owner is authorized to breed the Arabian Mare.

NAME: _____

REGISTRATION #: _____

CRA is authorized to allow Mare Owners to exercise their rights to have their mare bred to the above named stallion by use of transported semen. By executing a copy of this letter in the space provided below you hereby request CRA to transport semen from the stallion to you on the following terms and conditions:

- Mare Owner shall notify CRA by telephone no less than 24 hours prior to the day a shipment is required. Office (952) 492-6590 Fax # (952) 492-3335
- The availability of fresh cooled or frozen semen from the stallion shall be determined by CRA in its sole discretion.
- Mare Owner shall use all such transported semen for the sole purpose of impregnating the above mare.

- Mare Owner shall cause all such transported semen to be administered to the mare by a licensed veterinarian or a certified breeding manager on the date of delivery or on the following day. Owner is responsible to notify CRA on day frozen semen is used.
- This letter shall in no way be deemed to modify or amend any rights, liabilities, or obligations between the Mare Owner and the Stallion Owner. This letter shall not be deemed to modify or amend any right granted to the Mare Owner or promise made by the Stallion Owner as to return breeding, live foal guarantees, or fertility of the stallion.
- All semen shall be transported to the Mare Owner in a container (Equitainer) provided and owned by the stallion owner. Mare Owner agrees to provide CRA with a viable credit card for deposit on equitainer prior to the transportation by CRA. CRA reserves the right to charge customers credit card for replacement or items missing from container. **CRA must have a signed and dated Insemination Report.**
- Prior to the transportation of a stallion's semen, Mare Owner shall pay to CRA a non-refundable Booking Fee, 20% of Stud Fee, \$ 2000.00 and \$ \$325.00 handling fee and a \$ 250.00 collect & pkg semen fee. These fees are in addition to any other fees such as; stud fee or breeding fees that the Mare Owner may owe the Stallion Owner or any other party in connection with the breeding of a mare to the stallion.
- Mare Owner shall pay to CRA an additional \$ 200.00 Semen Shipment fee prior to each shipment or provide a Fed Ex account number.
- CRA 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. **CRA DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- CRA, its agents servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death, or injury which may be suffered 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. Mare Owner understands that CRA 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 provisions of any service to the mare and such foal shall be born solely by the Mare Owner. Mare Owner hereby agrees that CRA parties shall not be liable for any special, incidentals 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 and representations made in this Agreement. In no event shall CRA be liable for any action or cause of action arising under this Agreement exceeding the amount of fees paid by the Mare Owner hereunder.

- Mare Owner hereby agrees to pay CRA all applicable charges, fees and expenses identified on the attached Fee Schedule. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable within 30 days of any invoice rendered by CRA. Mare Owner will pay a late charge of 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 CRA Jordan, Minnesota.
- Mare Owner hereby agrees to indemnify and hold the CRA Parties harmless from and against 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 any third person or persons or to 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 whatsoever known or unknown, arising out of or in any manner connected with any injury to the mare or any foal of the mare while they are in the custody of CRA Parties.
- Mare Owner hereby represents that all applicable mare and personal information is true, complete and correct.
- Live Foal Guarantee: Should the Mare abort or the foal fail to stand and nurse, it is the responsibility of the client to inform CRA in writing, certified by a veterinarian, within ten days of the event. In either case CRA agrees to re-breed the Mare as soon as she is fit. There will be no additional breeding fee for a re-breed, but all other transported semen fees, including administrative and handling fees will apply. The Client agrees to keep said Mare in good physical condition throughout her pregnancy, vaccinate for Rhinoneumontis at 5, 7 and 9 months of pregnancy and de-worm regularly. If these normal health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited. Any deviation from these procedures could result in forfeiture of all breeding fees paid, and the right to a signed Stallion Service Certificate for Client's foal. Furthermore, any attempt to obtain a pregnancy with the transported semen in any Mare, other than the Mare described in this contract, will result in the same forfeiture.
- This letter shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Mare Owner may not assign its rights or delegate the duties hereunder without prior written consent of CRA.
- This Agreement may be executed in any number of counterparts. Each counterpart constituting an original but all together one and the same instrument and contract.
- This Agreement shall be governed by and construed in accordance with the laws of Minnesota.
- This Agreement and the exhibits referred to herein constitute 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 letter may be amended or modified only in writing signed by both parties.

- Any communication 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 with proper postage for first-class pre-paid mail.
- If any provision of this letter is prohibited by, or is unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall be ineffective without invalidating the remaining provisions hereof.
- Mare Owner shall reimburse CRA 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 or related to this Agreement or any transaction arising hereunder, excluding, however, taxes based on the net income of CRA.
- Mare owner shall pay directly to any third party identified by CRA the fees or charges incurred in connection with the provision of services or goods for your benefit hereunder.

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

MARE OWNER

DATE

STALLION OWNER

DATE

CEDAR RIDGE ARABIANS

DATE

Overnight delivery by Federal Express will be used whenever possible. Airplane shipments via Delta Air only. The mares stabled at CRA will have priority of semen available. Transported semen will be on first come basis.

Please return the Equitainer within 3 working days, an additional fee of \$25.00 per day late fee will be charged to your account. No United States Postal return without prior consent. The container does not get back to CRA in Time.

THANK YOU FOR CHOOSING OUR STALLION. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT OUR OFFICE AT (952) 492-6590 OR FAX NUMBER (952) 492-3335.

SEMEN SHIPMENT FEES

- \$ 2000.00 STUD FEE
- \$ 250.00 SEMEN COLLECT FEE FOR EACH SHIPMENT
- \$ \$325.00 ANNUAL HANDLING FEE PER MARE
- CREDIT CARD ON FILE FOR DEPOSIT ON EQUITAINER

- CREDIT CARD OR FED EX ACCOUNT # _____ for shipping.
- RE-BREEDING FEE 20 % OF STUD FEE FOR FOLLOWING YEAR

◆◆ ALL FEES DUE PRIOR TO SEMEN SHIPMENT ◆◆

Cedar Ridge Arabians, Inc. Credit Card Charge Authorization Form

Name as it appears on the card: _____

_____ Visa _____ MasterCard _____ American Express _____ Discover

Card Number: _____ Security code _____

Credit Card Billing Address: _____

City _____ State _____ Zip Code _____

Email Address: _____

(Receipts will email when card is processed)

Expiration Date ____/____MM / DD

Signature of cardholder: _____

Please charge my account:

Monthly Board Fee: _____

Misc. daily charges: _____

All monthly charges: _____

Breeding Charges: _____

These charges will be charged to your account on or about the 15th of each month. This will give you time to review your statement and call with any questions.

We will charge to your card any Farrier or Veterinarian charges not billed directly to clients. The charge and payment will show up on your next monthly statement.

Entries, stalls and pro-rated tack stalls will also be charged to your card when applicable.

As a courtesy we will try to phone you before putting other than monthly charges on your card.

Initial _____ Date: _____