

## FROZEN SEMEN PURCHASE AGREEMENT

Name		("Mare Owner")	
Street			
City	StateZip		
Phone #			
Email			
enters into this frozen seme	en purchase agreement ("Ag	reement") with Ryan Pedigo Sport	t Horses, Inc. ("Stallion Owner"), as
follows:			
Horses: This Agreement is	for Stallion Owner to releas	e frozen semen from the stallion _	("Stallion")
to Mare Owner for the mar	re	("Mare" Registere	ed Name - Not barn/show name).
<b>Breeding Fee:</b> Mare Own October 10 <sup>th</sup> ):	ner shall pay Stallion Owne	r the following fees for the 20	Breeding Season (February 15th -
\$	_ per dose* for doses	. Total fee of \$	"Breeding Fee").
\$	paid. Balance of \$	due prior to release	of frozen semen. All payments by
check, wire transfer or Ven		<u>.</u>	
*One dose equals	one full insemination dose s	sufficient to achieve conception wi	th a mare of average prenatal health.
Semen must be administered	ed to the Mare by a licensed	and qualified veterinarian.	
Release and Delivery: St	allion Owner utilizes third p	party facilities ("Bank") for storage	ge and distribution of frozen semen.
Stallion Owner will autho	rize Bank to release the pu	rchased frozen semen to Mare O	wner one day after receipt of Mare
Owner's request via phone	e, email or text before 5:00	PM PST. It is Mare Owner's res	ponsibility thereafter to contact the
Bank directly to arrange an	nd pay (in advance) for all p	packaging, handling, container, dry	shipper, shipping and related costs
and expenses. Stallion Ow	ner shall be considered to ha	ave fulfilled its contractual obligat	tions upon providing such release to
Bank. Mare insemination s	hall be administered by Mar	e Owner's licensed and qualified v	eterinarian.
Bank contact info:	Burns Ranch, Inc.	Select Breeders Services,	Peterson Smith Equine
	28940 Scott Road	Inc.	Hospital
	Menifee, CA	961 Cayots Corner Road	
	92584	Chesapeake City, MD	Ocala, FL 34474

<u>Unavailability of Stallion's Frozen Semen</u>: In the event the purchased doses are unavailable for release, Mare Owner shall select wither frozen semen from another stallion owned by Stallion Owner.

Mare's Inability to Conceive: There are no live foal guarantees in this Agreement. In the event of Mare's inability to conceive from the doses purchased, Mare Owner's sole recourse is to upgrade to Stallion Owner's "Fresh Cooled Semen Breeding Agreement" for a fee of \$850, subject to Stallion Owner receiving a signed written certificate from a licensed and qualified veterinarian confirming both that insemination was administered to the Mare by a licensed and qualified veterinarian and the Mare's inability to conceive. Upon such upgrade, all terms of the Fresh Cooled Semen Breeding

Agreement shall govern the parties.

**Risk of Loss:** Mare Owner warrants that the Mare is in good breeding condition. Mare Owner assumes all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, fetus or foal whether by death, disease, injury, infection or otherwise, by any cause whatsoever, and therefore agrees to hold Stallion Owner, Bank, Ryan Pedigo Farms, Inc. and their respective owners, employees, representatives and agents, including Ryan R. Pedigo, harmless for any and all loss and damages associated therewith.

No Refunds / Limitation of Liability: Mare Owner is not entitled to any refunds. If Stallion Owner is unable to perform under this Agreement, then Mare Owner shall be entitled to a credit only for further breeding services. To the fullest extent allowed by law, Mare Owner waives the right to recover consequential, special, incidental, indirect and emotional distress damages against Stallion Owner, Bank, Ryan Pedigo Farms, Inc. and their respective owners, employees, representatives and agents, including Ryan R. Pedigo. Such waived damages include by way of example: loss of use, lost profits, lost re-sale, lost value, third party liabilities, lost/diminished investments, and any emotional or personal injury. Further, to the fullest extent permitted by law, in the event of any liability, the total aggregate liability of Stallion Owner, Bank, Ryan Pedigo Farms, Inc. and their respective owners, employees, representatives and agents, including Ryan R. Pedigo, to Mare Owner for any and all claims, losses, expenses, costs, and damages of any nature relating to this Agreement or Mare (including substituted or unapproved mare) shall be limited to and not exceed the Breeding Fee paid, plus \$2,500.

Entire Agreement / Severability: This Agreement contains the entire agreement of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, representations, promises, bases for reliance and understandings. This Agreement may only be modified by a writing signed by Stallion Owner. In the event any provision or portion thereof in this Agreement is void, voidable, unlawful or otherwise unenforceable (including as to any limitation of liability), such provision or portion thereof shall be construed as containing a necessary restriction, limitation or exception required by law, or otherwise be reformed, redacted, and/or modified to the minimum extent required to render such provision or portion thereof lawful and enforceable, with all remaining provisions of the Agreement to remain in full force and effect.

<u>Certificates</u>: Mare Owner shall notify Stallion Owner of pregnancy status or a breeding certificate will not be issued. In order to complete the breeding certificate, Mare Owner must fill out and return the information below along with a copy of Mare's papers. Signed certificates are delivered to Mare Owner and the following organizations (as applicable) prior to foaling, after receiving pregnancy confirmations: AHS, Oldenburger Pferdezuchtverband, Holsteiner Verband, Hanoverian Verband, Westfalen Verband, SBS, Canadian Warmbloods Society, KWPN.

Mare:	Reg #	Year Born: Breed:
Markings:		Color:
Mare's Sire:	Dam:	Dam's Sire:
Mare Owner's Signature  Date:		Owner's Signature

A signed copy of this Agreement will be emailed or mailed to the Mare Owner upon processing.

We wish you a successful Breeding Season and are available to answer and return all your calls promptly!

Complete and email to: Ryan.P.F@hotmail.com Cell / Text / WhatsApp: (714) 357-2714