

| Name | Street |
|---|--|
| City | State/Zip |
| Phone # | Eve. Phone # |
| email | |
| enters into this agreement with | also referred to as "Stallion Owner/Manager". Above named is |
| | nt. "Mare Owner" is the owner or lessee of the mare to be bred, named below. |
| This service agreement is for the stallion Chri | ister to breed to the mare named: |
| | (Registered Name - Not barn/show name) |
| The breeding fee Mare Owner agrees to pay f \$1,500.00 (incl. \$400 booking fee). | or this 2023 season stallion service is |
| <pre>\$ paid. Balance of \$</pre> | due prior to shipping semen. |
| I understand my mare must be examined by a | licensed veterinarian with an ultrasound machine at about 18 and about 50 days after the |

last breeding day. Stallion Owner/Manager will need to be notified of her pregnancy status at that time by phone or email so a breeding certificate can be issued after the breeding season, before foaling. The Stallion Owner/Manager assumes responsibility to have available for pick-up or deliver live semen in viable condition at the time

Ine Stallon Owner/Manager assumes responsibility to have available for pick-up or deliver live semen in viable condition at the time of delivery to the approved shipping address. This semen must be administered by a licensed veterinarian or by a breeding technician approved by the Stallion Owner/Manager only to the mare named in this agreement. If semen shipments are used for a mare other than named in this agreement without approval from the Stallion Owner/Manager the standard posted breeding fee and completed contract shall be due and submitted to the Stallion Owner/Manager immediately. This approval constitutes a part of the contract and without it the live foal guarantee is null and void. The semen must be administered on the day of delivery of the Stallion Owner/Manager shall be considered to have fulfilled the contractual obligations.

In the event of stallion death or the inability to produce and ship viable semen from the stallion contracted for this service, the Stallion Owner/Manager shall substituted this fresh semen agreement for wither frozen semen from the same stallion or the Mare Owner may choose fresh semen from another stallion owned by the Stallion Owner/Manager.

In case the mare does not conceive, the Stallion Owner/Manager guarantees return privileges for the contracted mare during the course of the breeding season (March 15th - September 1st) and guarantees return breeding privileges for one season following the initial breeding season (total of two years) to insure Mare Owner that a foal is produced as a result. A mare may be substituted with permission of the Stallion Owner/Manager and a statement from a licensed veterinarian confirming the original mare on contract is barren. A transfer fee of \$40 will be charged to substitute a mare. This contract is only transferable upon approval with written permission of the Stallion Owner/Manager.

<u>LF30DG</u> - Should the mare not produce a live foal that stands, sucks and survives the first 30 days after birth, Mare Owner shall be entitled to above-mentioned return privileges. This guarantee shall only apply if the Stallion Owner/Manager is notified within one week of the foal's death. A statement of details by a licensed veterinarian must follow within 10 days or the guarantee becomes null and void. This clause is also binding in case of abortion. If the mare lost her pregnancy, Stallion Owner/Manager needs a written statement or verification of this fact, mailed or emailed from the attending veterinarian.

The Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection of otherwise, and by any cause whatsoever, ant therefore agree to hold the Stallion Owner/Manager, owner, keeper or agent harmless for any and all damages associated therewith.

Fees, collections and shipping requirements:

A credit card to pay for shipping container, collection and shipping is required to order semen. Each collection is for stallions owned by Ryan Pedigo Sport Horses, Inc.

All collection, shipping, container, dry shipper, semen handling fees subject to Burns Ranch, Inc. current fees. These services performed at Burns Ranch are paid by contract purchaser directly to Burns Ranch, Inc. Semen will not be released by the Stallion Owner/Manager until breeding fee is paid in full. At this time, the Stallion Owner/Manager will release the breeding. No semen is shipped until fees to Burns Ranch, Inc., are fulfilled by contract purchaser.

Burns Ranch, Inc., 28940 Scott Road, Menifee, CA 92584, Phone: (951) 301-0201

Fill out completely or return with a copy of mare's papers so we can complete your breeding certificate. Breeding reports are sent to the AHS, GOV and WESTFALEN. We send signed certificates to you and the AHS prior to foaling, after receiving pregnancy confirmations.

| Mare: | Reg # | Year born: Breed | | |
|--------------|-------|------------------|--|--|
| Aarkings: | | Color: | | |
| Mare's Sire: | Dam: | Dam's Sire: | | |

A uterine culture is recommended if you have an older mare that was bred before, a mare that had a difficult birth/retained placenta, aborted last pregnancy or if you have any other reasons to be suspicious of uterine health. We do not require proof of a clean culture. We do expect you to follow your veterinarian's recommendation for best results.

| Mare Owner's signature | Date | Stallion Owner/Manager's signature | Date |
|------------------------|------|------------------------------------|------|

A signed copy of this contract will be mailed to the mare owner upon processing.

| Name and address where semen is to be shipp | ed: |
|---|-----|
| Name: | |
| Address: | |
| | |
| Phone Number | |
| Fax Number | |

Canadian Breeders, we only offer frozen semen.

Please explain to your veterinarian that the stallions are often collected in the morning and that notification is needed before 9:00 AM (California time) via phone or text the day semen is to be shipped. We are available to answer and return all your call promptly.

Complete and email to: Ryan.P.F@hotmail.com

Ryan Pedigo Sport Horses, Inc. • 8490 Dufferin Ave., Riverside, CA 92504, (714) 357-2714 Burns Ranch, Inc., 28940 Scott Road, Menifee, CA 92584, Phone: (951) 301-0201 Ryan Pedigo Sport Horses, Inc. wishes you a successful breeding season!



FROZEN SEMEN PURCHASE AGREEMENT

| Name | | | ("Mare Owner") | |
|--|-------------|--------------------|--------------------|---|
| Street | | | , , , | |
| City | State | Zip | | |
| Phone # | | | | |
| Email | | | | |
| enters into this frozen semen purchase a | greement (| "Agreement") wi | th Ryan Pedigo S | port Horses, Inc. ("Stallion Owner"), as follows: |
| Horses: This Agreement is for Stallion | Owner to | release frozen s | semen from the s | tallion Christer |
| ("Stallion") to Mare Owner for the mare | | | | "Mare" Registered Name - Not barn/show name). |
| Breeding Fee: Mare Owner shall pay St | allion Ow | ner the following | fees for the 20 | _Breeding Season (February 15 th - October 10 th): |
| \$ <u>400.00</u> per dose* fe | or d | loses. Total fee o | f\$ | ("Breeding Fee"). |
| \$ paid. Bala transfer or Venmo. | nce of \$ _ | | due prior to relea | se of frozen semen. All payments by check, wire |

*One dose equals one full insemination dose sufficient to achieve conception with a mare of average prenatal health. Semen must be administered to the Mare by a licensed and qualified veterinarian.

Release and Delivery: Stallion Owner utilizes third party facilities ("Bank") for storage and distribution of frozen semen. Stallion Owner will authorize Bank to release the purchased frozen semen to Mare Owner one day after receipt of Mare Owner's request via phone, email or text before 5:00 PM PST. It is Mare Owner's responsibility thereafter to contact the Bank directly to arrange and pay (in advance) for all packaging, handling, container, dry shipper, shipping and related costs and expenses. Stallion Owner shall be considered to have fulfilled its contractual obligations upon providing such release to Bank. Mare insemination shall be administered by Mare Owner's licensed and qualified veterinarian.

Bank contact info: Burns Ranch, Inc. Select Breeders Services, Inc. Peterson Smith Equine Hospital 28940 Scott Road 961 Cayots Corner Road 4747 SW 60th Ave Menifee, CA 92584 Chesapeake City, MD 21915 Ocala, FL 34474 (951) 301-0201 (410) 885-3202 (352) 237-6151

<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 Page 1 of 2

Ryan Pedigo Sport Horses, Inc., 8490 Dufferin Ave., Riverside, CA 92504 - (714) 357-2714

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 | Stallion Owner's signature | Date | |
| A signed copy o | f this Agreement will be emailed | l or mailed to the Mare Owner upon proce | ssing. | |
| We wish you a succe | ssful Breeding Season and are av | vailable to answer and return all your calls | promptly! | |
| Complete and email to: <u>Ryan.P.F@hotmail.com</u> Cell / Text / WhatsApp: (714) 357-2714 | | | | |
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