



## FRESH COOLED SEMEN PURCHASE AGREEMENT

Name \_\_\_\_\_ (“Mare Owner”)

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_

Email \_\_\_\_\_

Enters into this fresh cooled semen purchase agreement (“Agreement”) with Ryan Pedigo Sport Horses, Inc. (“Stallion Owner”), as follows:

**Horses:** This Agreement is for the stallion \_\_\_**PF’s DIAMO BLUE**\_\_\_ (“Stallion”) to supply fresh cooled semen to Mare Owner for the mare \_\_\_\_\_ (“Mare”) (Registered Name - Not barn/show name).

**Breeding Fee:** Mare Owner shall pay Stallion Owner the following fees for the 20\_\_\_ Breeding Season (February 15<sup>th</sup> - October 10<sup>th</sup>):

\$ \_\_\_\_\_ (incl. \$400 booking fee) (collectively “Breeding Fee”)

\$ \_\_\_\_\_ paid. Balance of \_\_\_**\$1,800.00**\_\_\_ USD due prior to collection and shipping of fresh cooled semen. All payments by check, wire transfer, or Venmo.

**Collection and Delivery:** Fresh semen is collected in the morning on Mondays, Wednesdays and Fridays. Mare Owner must notify Stallion Owner via phone, email or text by 5:00 PM (California time) one day prior to requested collection. Fresh cooled semen will then be shipped on the day of collection to Mare Owner via overnight shipping for next day delivery. One shipment of fresh cooled semen will equal one full insemination dose sufficient to achieve conception with a mare of average prenatal health. Semen shall be administered to Mare by Mare Owner’s licensed and qualified veterinarian on the day of delivery. Stallion Owner shall be considered to have fulfilled its contractual obligations upon delivery of the fresh cooled semen.

Burns Ranch, Inc. will facilitate all packaging and shipping of the fresh cooled semen. In addition to the Breeding Fee, Mare Owner shall pay all collection, shipping, container, dry shipper, handling, and other costs and fees charged by Burns Ranch, Inc. for all (initial and additional) deliveries of fresh cooled semen. Mare Owner shall pay these costs and fees directly to Burns Ranch, Inc. (or Stallion Owner’s other designee) before requesting collection of the fresh cooled semen. [Burns Ranch, Inc., 28940 Scott Road, Menifee, CA 92584 - (951) 301-0201]

**Stallion Death or Inability/Unavailability to Produce:** In the event of Stallion death or inability to produce viable fresh semen, or is sold or retires, the Stallion Owner shall instead provide wither frozen semen from Stallion or the Mare Owner may choose fresh cooled semen from another stallion owned by Stallion Owner.

**Mare Death or Inability to Conceive:** In the event of Mare's inability to conceive with the first shipment of fresh cooled semen, the Mare Owner shall be entitled to two additional fresh cooled semen shipments during the covered Breeding Season, or upon payment of an additional booking fee, before the end of the following year's Breeding Season. Alternatively, and likewise in the event of Mare death, the Mare may be substituted with another mare upon payment of a \$400 transfer fee, with such mare being subject to this Agreement and inuring to whatever rights remain hereunder. To qualify for additional shipments or mare substitution, Mare Owner shall provide Stallion Owner with 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 on the day of delivery and the Mare's death or barren status.

**Recommendation:** A uterine culture is recommended for an older mare with prior breeding, experienced a difficult birth/retained placenta or aborted last pregnancy, or if there are any other reasons to be suspicious of uterine health. Proof of a clean culture is not required. Follow veterinarian recommendations for best results.

**Live Foal Guaranty:** After conception, should the Mare not produce a live foal that survives with the ability to stand and nurse for one day after birth, Mare Owner shall be entitled to one final fresh cooled semen shipment. This guarantee shall only apply if the Stallion Owner receives a signed written certificate from a licensed and qualified veterinarian confirming foal death or inability within one week of death or birth, whichever is earlier, or this guaranty shall be null and void.

**In Foal Status:** Mare Owner shall have the Mare examined by a licensed and qualified veterinarian with an ultrasound machine at 18 and 50 days after each insemination and provide Stallion Owner with Mare's pregnancy status at that time by text, mail or email. Failure to do so shall render Mare Owner's additional shipment(s), mare substitution and Live Foal Guaranty rights null and void.

**Mare Owner Noncompliance:** Time is of the essence under this Agreement. Failure to administer fresh cooled semen to the Mare on the day of delivery shall render Mare Owner's additional shipment(s) and mare substitution rights null and void. If semen shipments are used for any other mare without approval from the Stallion Owner, (i) said mare shall be subject to the terms of this Agreement, (ii) Mare Owner shall immediately pay Stallion Owner the Breeding Fee stated above, and (iii) all additional shipment(s), mare substitution, and Live Foal Guaranty rights shall be null and void.

**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, Burns Ranch, Inc. (or shipper), 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, Burns Ranch, Inc. (or shipper), 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, Burns Ranch, Inc. (or shipper), 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.

**Certificates:** Mare Owner shall notify Stallion Owner of pregnancy status as required above, 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: \_\_\_\_\_

**Name and address where fresh cooled semen is to be shipped:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**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](mailto:Ryan.P.F@hotmail.com)

Cell / Text / WhatsApp: (714) 357-2714