

Blackberry Ridge Farm, LLC.
"Breeding the European Advantage"
565 Delta Valley Rd.
Greeneville, TN 37745

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This contract, made by and between Blackberry Ridge Farm, LLC ("Farm")
and _____ ("Mare Owner")
for the breeding of the Mare _____ using Frozen
Semen ONLY to the deceased RID stallion **Banks Fee Daniel** ("Stallion") for the 20____ Breeding
Season (Present Breeding Season) is subject to the following conditions:

FEES: Mare Owner agrees to pay the Farm the following fees:

- e) A non-refundable stud fee of \$2000.00 is due at the signing of this contract for the purchase of, up to two single doses.
- f) A container deposit of \$500.00 that is refundable at the end of the contract less any additional charges for transportation, preparation, container rental and late fees. (\$250.00 per shipment average). Mare owner is fully responsible for any and all shipping expenses.
- g) A non-refundable single dose fee of \$500.00 per dose will be charged for any doses used after the two purchased under this contract. The Farm has the sole rights to refuse or limit the purchase of additional doses.

ALL FEES AND COSTS MUST BE PAID IN FULL BEFORE SEMEN WILL BE SHIPPED

SEMEN TRANSPORTATION: A 48-hour notice is appreciated, 24-hour notice is required on all semen orders. Semen is shipped Monday through Friday of each week (excluding holidays).

CONDITIONS : Mare Owner warrants that said mare is free from disease or infection, and agrees to provide and pay for a veterinary certificate, showing such freedom of disease and infection. Mare Owner also warrants that said mare is in sound breeding condition.

RETURN OF SERVICE : This contract allows for up to, but not exceeding, two doses per stud fee. On paying of the fees arrangements will be made to ship a single dose to the mare owners vet. If the Mare is barren, aborts, or fails to produce a single live foal that can stand up alone and nurse ("Live Foal"), Farm will release to Mare Owner the second dose to the contracted Stallion either the same or the next breeding season only, provided the Mare Owner furnishes a satisfactory certificate issued by a licensed veterinarian attesting to such fact within 30 days of the attempted breeding of barren mare, the abortion, or the natural death of the foal. If after the use of both doses a Live Foal is not born the Farm will offer to the mare owner the choice of purchasing a third additional dose at \$500.00 or changing the breeding to any other, available stallion owned by the Farm. The mare owner will be responsible for all collection fees and shipping as per our non-frozen semen contract.

RETURN OF FEES : The fees under this contract are non-refundable.

NON-ASSIGNMENT : This contract cannot be assigned or transferred by Mare Owner. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having executed the signing of this contract.

WARRANTY : The Farm is not responsible for lost, delayed, or damaged semen and makes no representation or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallions. **ALL WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.**

GOVERNING LAW : This contract shall be governed by the laws of the State of Tennessee and shall be binding upon the parties hereto and their personal representatives.

Witness the following signature:

Mare Owner: _____ **Date** _____

Farm Agent: _____ **Date:** _____