

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 _____ to the
Stallion _____ ("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:

- a) A non-refundable Booking Fee of \$250.00 is due at the signing of this contract.
- b) A non-refundable Stallion Service Fee of \$_____ payable before semen is shipped.
- c) A non-refundable collection fee of \$250.00 per scheduled collection.
- d) A container Deposit of \$200.00 that is refundable at the end of the breeding season less any additional charges for collection fees, transportation cost and late fees. Mare owner is responsible for all shipping expenses.

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

SEMEN COLLECTION : A 48-hour notice is appreciated, 24-hour notice is required on all semen orders. Semen is collected on Monday, Wednesday & Friday of each week. Unscheduled collections *may* be arranged at the Farm's discretion; however, additional fees will apply.

CONDITIONS : Mare Owner warrants that said mare is free from disease or infection that could be transferred to said stallion, 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 : 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 allow Mare Owner a return breeding privilege of the Mare (or a substitute mare) to 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.

RETURN OF FEES : This contract shall be null and void and the Mare Owner shall be entitled to a refund of the Stallion Service Fees less the non-refundable Booking Fee of \$250 if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. The Mare Owner shall not be entitled to any refund if the Stallion is sold, should die, or become unfit for service any subsequent breeding season.

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 been serviced by the Stallion.

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: _____