

# **RAPTURE R 2008 FROZEN SEMEN BREEDING RIGHT AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between Highfields Farm LLC with an address of 1282 Poplar Hill Rd., Lexington, VA 24450-7332 and \_\_\_\_\_ with an address of \_\_\_\_\_, (referred to herein as the “Mare Owner”) as follows:

1. **PURPOSE.** The Mare Owner wishes to reserve a stallion for the purpose of breeding it to the mare owned by the Mare Owner with the hopes of producing a live foal.
2. **TERM AND TERMINATION.** This Agreement shall continue until the earlier of: (i) if the service fee portion of the agreement is returned; (ii) the completion of the current or subsequent breeding season, as defined in the Return Service Guaranty, paragraph 7 (iii) a live foal is produced; (iv) the Mare Owner’s violation of any of the provisions herein, and the failure to correct such violation within ten (10) days after written notice is received; or (iv) the Mare Owner’s violation of any of Highfields Farm LLC Frozen Semen Policies and the failure to correct such violation within ten (10) days after written notice is received.
3. **MARE.** The mare to be bred is more particularly described in the attached Mare Information Sheet. The following terms and conditions relative to the mare are required hereunder (i) prior to the shipment of semen, the Mare Owner must provide the stallion breeding manager, Highfields Farm LLC, 1282 Poplar Hill Rd., Lexington, VA 24450-7332, a veterinary certificate indicating the mare to be in sound breeding condition and free of infection. A culture is not required on maiden mares or mares to be bred on a foal heat. and (ii) the Mare Owner agrees to submit to Highfields Farm LLC confirmation in writing of the mare’s pregnancy at the following times: (i) 14-18 days post-ovulation; (ii) 35-40 days post-ovulation; and (iii) 55-60 days post ovulation; and (iv) the Mare Owner assumes all responsibility for the care, custody, control and condition of the mare and bears all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise; and (v) at any time, if the mare does not conceive, or is determined to be unfit to breed, then the Mare Owner may substitute another mare upon Highfields Farm LLC’s approval.
4. **STALLION.** Highfields Farm LLC owns a stallion named **RAPTURE R**, of Hanoverian breed, and registration number 840 023 0341769 01 (the “stallion”). The stallion is and shall at all times be and remain, the sole and exclusive property of Highfields Farm LLC, shall remain in the care and/or management of Highfields Farm LLC and the Mare Owner shall have no right, title or interest in the stallion except as expressly set forth in this Agreement.
5. **FEES.**
  - 5.1. **Breeding Fee.** A total breeding fee in the amount of **\$1,500.00** is due prior to breeding and is composed of a **Booking Fee** and **Service Fee**. A **\$300.00 per mare** discount is available for SPS, Elite, Elite equivalent, Premium, Premium equivalent and multiple mares. The Breeding Fee is sent to Highfields Farm LLC.
    - 5.1.1 **Booking Fee.** Upon signing this agreement, a non-refundable booking fee of Five Hundred Dollars (**\$500.00**) is due and should be sent to Highfields Farm LLC with your signed contract.
    - 5.1.2 **Service Fee.** Prior to the first shipment of semen, a service fee of **\$1,000.00** is due (Breeding Fee minus Booking Fee). Half the service fee (**\$500.00**) is refundable if the mare fails to conceive and the mare owner chooses not request a mare substitution. The request for refund must be in writing and be accompanied with a **Mare Breeding Passport**, signed by a licensed veterinarian and certifying that the mare is not pregnant. Highfields Farm LLC will return the service fee within thirty (30) days of receipt of the required request and appropriate documentation in accordance with paragraph 7. The return of the service fee or any portion thereof terminates this Agreement and a new Agreement will be required to continue breeding.
  - 5.2. **Container Deposit.** An **\$800.00** container deposit is due before the first shipment of semen. The deposit will be returned upon (i) receipt of the container as required under section 6.1; (ii) the receipt of a signed **Mare Breeding Passport** after day 60; and (iii) the receipt of a complete accounting for the total number of issued units of frozen semen. Failure to comply with these provisions may result in the forfeit of the container deposit

and an additional container deposit will be required to receive further shipments. Any loss or damage to the container will be the responsibility of the Mare Owner and the Mare Owner authorizes any loss or damage to be deducted from the container deposit. The container deposit is sent to and collected by Select Breeders Service. If credit card information is held for said payment, Mare Owner is responsible for said payment per the above terms.

5.3. **Per shipment semen Distribution Charge.** A US\$260. Distribution Charge (US\$295. for Canadian shipment) will be due prior to each frozen semen shipment payable to Select Breeders Service, Inc. (SBS). This charge will cover: tank rental, handling fees, USA shipping charges via FedEx Priority Overnight Delivery and FedEx Express Saver Return of the tank to SBS. SBS will allow the Mare Owner use of the tank for 8 business days. For each day the tank is overdue, a \$25.00 late fee will be charged. The Distribution Charge will be pre-paid with a credit card or by check. There is an additional charge of US\$15.00 per shipment for Saturday delivery.

6. **SEMEN SHIPMENT AND ADMINISTRATION.** Frozen semen will be shipped to the Mare Owner at the address set forth on the Mare Information Sheet unless otherwise designated by the Mare Owner.

6.1. Frozen semen will be administered on a per-cycle basis only with two units of frozen semen distributed per mare cycle. Each unit may be comprised of up to eight (8) individual 0.5cc straws. Any remaining units following the cycle's breeding may be stored for use during the next cycle. Should the mare require further insemination in the current breeding season, up to three (3) additional shipments of two doses each, for a total of eight (8) doses, may be made over the term of this Agreement. Shipments of semen beyond the eight (8) units allotted will be at Highfields Farm LLC's discretion and will incur an additional \$150.00 per unit/per cycle charge. The shipping container must be returned to Select Breeders Service, Inc. in good condition with the signed "Delivery Certificate of Transported Semen" enclosed, within 7 days of its receipt by the Mare Owner. The semen must be administered by a licensed veterinarian and the **Mare Breeding Passport** duly signed by such veterinarian. Select Breeders is only obligated to deliver semen which is in viable condition at the time of delivery (Select Breeders: 1088 Nesbitt Rd., Colora, MD, 21917. 410-658-3328, Fax: 410-658-3329. info@selectbreeders.com).

6.2. Following the thawing of semen, for insemination or disposal, all empty straws **must** be returned to Select Breeders, along with the completed **Insemination Certificates**, signed by a licensed veterinarian. Should the mare conceive after insemination with fewer than the total number of units of frozen semen received, the remaining straws are to be returned to Select Breeders or thawed and destroyed by a licensed veterinarian after prior approval by Highfields Farm LLC.

7. **RETURN PRIVILEGE GUARANTEE.** Highfields Farm LLC agrees that the Mare Owner is entitled to additional shipments of frozen semen during the current and subsequent breeding season, if requested by the Mare Owner, under the terms of the Agreement upon the following condition, (i) Highfields Farm LLC receives written notification from a licensed veterinarian within ten (10) days of examination of any loss of pregnancy which occurs during the breeding season.; or (ii) a **Mare Breeding Passport**, signed by a licensed veterinarian is received by Highfields Farm LLC within ten (10) days of the last attempt at breeding certifying that the mare has not become pregnant during the current breeding season. If such notification and statement are not received within the period required, the service fee refund and guarantee provided herein become null and void.

8. **BREEDING CERTIFICATE.** Highfields Farm LLC will issue a Breeding Certificate to the Mare Owner in order to establish owner's rights upon payment in full of all fees. A \$10.00 replacement fee will be charged for all lost breeding certificates.

9. **INSURANCE.** The Mare Owner understands and agrees that they shall be solely responsible for insurance on the mare.

10. **INDEMNIFICATION.** The Mare Owner agrees to indemnify, release and hold harmless Highfields Farm LLC and Select Breeders Service, their agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to the mare or the breeding or insemination of the mare.

11. **NOTICES.** Service of all notices under this agreement shall be sufficient if given personally or mailed via overnight carrier, certified or registered mail to the party involved at its respective address set forth above, or at such address as such party may provide in writing from time to time. Any notice mailed to such address shall be effective when deposited in the United States mail or with an overnight carrier, duly addressed and with postage prepaid.

12. **MISCELLANEOUS.** Highfields Farm LLC's failure to insist on any performance or waiver of any breach of this Agreement is not to be construed as a general waiver as to the other terms and conditions of this Agreement. Mare Owner agrees not to assign this Agreement or any interest in this Agreement without the prior written consent of Highfields Farm LLC. This Agreement constitutes the entire agreement between the parties and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed and agreed to by both parties. This Agreement between Highfields Farm LLC and the Mare Owner shall be governed by and construed under the laws of the State of Virginia without regard to conflict of law principles.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement on the date and year first written above.

**HIGHFIELDS FARM LLC**

**MARE OWNER**

**BY:** \_\_\_\_\_

\_\_\_\_\_

In addition to this Agreement, I have been provided with Highfields Farm LLC's Frozen Semen Policies Statement and by signing below, I acknowledge that I have read and understand and agree to abide by the terms and conditions therein.

**Date:**

**MARE OWNER**

\_\_\_\_\_

\_\_\_\_\_

## MARE INFORMATION SHEET

### MARE INFORMATION:

<b>Mare Name:</b>		
<b>Mare Registration Number;</b>		
<b>Mare Breed:</b>		
<b>Barren, Open, Maiden or when Foaling:</b>		
<b>Approximate Breeding Date:</b>		
<b>Mare's Sire and Breed:</b>		<b>Reg. No.:</b>
<b>Mare's Dam and Breed:</b>		<b>Reg. No.:</b>
<b>Dam Sire:</b>		
<b>What Breed would you be Registering your foal?</b>		

### MARE OWNER INFORMATION:

<b>Mare Owner Name:</b>		
<b>Mare Owner Address:</b>		
<b>Best time to reach you:</b>		
<b>Telephone:</b>	<b>Home:</b>	<b>Office:</b>
<b>Cell:</b>	<b>Fax:</b>	<b>Barn:</b>
<b>Email address:</b>		
<b>Website:</b>		

### SEMEN SHIPPING INFORMATION:

<b>Semen Shipping Address:</b>		
<b>Phone Number for FedEx Address Label:</b>		
<b>Contact Company:</b>		
<b>Contact/Veterinarian Name:</b>		
<b>Telephone:</b>	<b>Office:</b>	<b>Home:</b>
<b>Cell:</b>	<b>Fax:</b>	<b>Other:</b>
<b>E-mail Address:</b>		

# HIGHFIELDS FARM LLC

## CREDIT CARD AUTHORIZATION FORM

I would like to use a credit card for the above Breeding Right Agreement (check all that apply):

- All charges (initial) \_\_\_\_\_.
- Distribution Fee (includes semen packed in frozen semen container, container rental for 8 days and round-trip shipping paid by Select Breeders Service). If you check Distribution Fee, your credit card information will be given to Select Breeders Service.
- Booking Fee.
- Service Fee (total Breeding Fee, less Booking Fee).
- Container Deposit. If you check Distribution Fee, your credit card information will be given to Select Breeders Service. Select Breeders Service may simply hold your credit card information in lieu of charging for the Container Deposit, per Paragraph 5.2.

Please provide a Visa, Discover, Master Card or American Express number valid through the term of this contract. Any overdue balance remaining on your account by November 1<sup>st</sup> of the current breeding season will be charged to this number.

Number: \_\_\_\_\_ Security Code: \_\_\_\_\_ (3 digit number on back of card, to the right, for Visa, Discover and Master Card. For American Express, 4 digit number on front of card, above and to the right of the card number).

Expiration: \_\_\_\_\_ Name of cardholder: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_ Zip Code \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

**Any use of credit cards will incur up to a 5% administration fee toward the amount charged.**