

# ROYAL WINDS FARM, INC.

## 2020 BREEDING CONTRACT

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### 1. BREEDING FEE: \_\_\_\_\_

The undersigned, Owner (“Mare Owner”) of the Mare (Name) \_\_\_\_\_ Registration

# \_\_\_\_\_ and Breed \_\_\_\_\_ hereby agrees to breed to the American Saddlebred Stallion, Joe Fabulous (“Stallion”) ASHA# 111802 standing at Royal Winds Farm, Inc. (hereafter “RWF”) or its custodian, and to pay a breeding fee of \$3500.00 covering the 2020 breeding season.

***NAME OF MARE, REGISTRATION NUMBER AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT***

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### 2. OTHER SERVICES AND EXPENSES

#### 2.1 FOR TRANSPORTED (COOLED) SEMEN

Prior to the transportation of a Stallion’s semen, all fees in connection with shipping must be paid in full. The semen collection and transportation fee shall be \$325.00 for next day delivery \$375.00 for Saturday delivery (Federal Express). Purchaser shall pay additional charges for Saturday delivery, in addition to the charges set forth above. The shipment container must be returned via Federal Express Overnight service within 72 hours of receipt. In the event of a container not being returned on time there is a \$25.00 per day late charge. All fees, deposits and late charges must be paid in full prior to each shipment.

#### 1.2 LIVE COVER OF MARE

Prior to the arrival of a mare to be live covered, the mare owner will have the Mare Information Form and the Breeding Shed Form on File. The mare will have current vaccinations and clean cultures within 30 days of breeding. One half (\$1750.00) of the full price of the stud fee is due with contract. The remaining one half (\$1750.00) is due on September 1<sup>st</sup> of the year bred with positive pregnancy. If the mare does not conceive, the \$1750.00 will carry over to the next breeding season and on September 1<sup>st</sup> of the year bred, with positive pregnancy, will be due. Fees of \$25.00 per day will be incurred with a mare boarded for breeding.

### 3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN:

Prior to the semen shipment to the Mare owner, RWF or its custodian shall be furnished with a copy of the Mare’s Registration papers. The mare must also have a negative uterine culture (30 days) prior to semen shipment or live cover.

## **4. TRANSPORTED SEMEN AGREEMENT**

### **4.1 COLLECTION SCHEDULE**

Collection of semen for shipment will occur at 11:00 A.M. Eastern Time on Mondays, Wednesday's, and Friday's throughout the designated breeding season. Shipment will be by priority overnight FedEx unless otherwise designated.

### **4.2 NOTIFICATION FOR SHIPMENT**

Mare owners must notify RWF or Custodian 24 hours in advance or up to 10 A.M. Eastern Time on the day of a scheduled collection for overnight FedEx. Semen availability will be on a first come first served basis. Purchaser expressly acknowledges that all orders for semen are subject to availability.

### **4.3 SEASONAL LIMITATIONS**

A mare owner may not receive more than six (6) semen shipments during a regular breeding season. With proper notice, another mare may be substituted or the original mare may be sent to RWF or its affiliates for on the farm insemination or live cover. 5.4 DESIGNATED BREEDING SEASON- Breeding season is from February 15 through July 15.

## **5. REBREEDING PRIVILEGE**

RWF and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion, or should her foal be born dead, the Mare Owner is guaranteed a return privilege for the same Mare or a substitute Mare, during the same or next season free of any additional fees except for any unpaid services, expenses, or fees under numbers 1 and 2. If a return privilege is exercised after the same or next season a fee of \$500.00 shall be charged and paid plus any unpaid services, expenses, or fees under numbers 1 and 2. The return breeding privilege can only be exercised for the one (1) breeding season following the initial breeding season. This privilege shall not apply unless, RWF or its custodian is notified by registered or certified mail, return receipt requested, within ninety-six (96) hours of delivery of the aborting foal's death and a statement by a licensed Veterinarian follows within twenty (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

## **6. CONTRACT NULLIFICATION**

It is understood that should the Stallion die or become unfit for service and the Mare does not produce a foal, this contract shall become null and void, in which case, money paid as breeding fees only, shall be refunded as per #10 to the Mare Owner while monies paid for services under #2 shall not be refunded. Furthermore, in the event the Stallion dies or becomes unfit for service; frozen semen will not be made available to fulfill this contract.

## **7. REPRESENTATION**

RWF hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report, and that any other information on the Report shall be accurate. **RWF DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.** RWF hereby represents that all applicable Mare and personal information is true, complete and correct.

## **8. WAIVER OF LIABILITY**

Except in the event of gross negligence, recklessness, or willful misconduct by RWF, its agents, servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare Owner understands that RWF does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with connected with breeding or provision of any service to the Mare and such foal shall be born solely by the Mare Owner. **MARE OWNER HEREBY AGREES THAT RWF PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NON- PERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT, IN NO EVENT SHALL SF BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.**

## **9. PAYMENT OF FEES**

The mare owner hereby agrees to pay RWF all applicable charges, fees. Services and expenses identified on the agreement. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable within 15 days of any invoice rendered by RWF. The mare owner will pay a late charge of one and one-half percent per month or the greatest charge allowed by law on all past due moneys. All payments shall be paid in lawful money of the United States at the office of RWF. Ona, West Virginia.

## **10. REFUND OF FEES**

The only fees that are refundable under this agreement are the breeding fees and the container fee. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason. The fees are refundable only as follows:

- 1) Fully refunded if no semen has been shipped or breeding attempted.**
- 2) Fifty percent (50%) of the breeding fee will be refunded if semen has been shipped for the first year of breeding or at least one breeding attempt.**
- 3) No refund will be made if semen has been shipped or breeding attempted in two or more years.**
- 4) The container deposit is refundable when mare is checked in foal, or when the container is no longer needed for more shipments of semen to the mare Owner.**

## **11. TRANSFERS OR SALE OF BREEDING**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The breeding or re-breed right may only be transferred with the sale of the above Mare. Only if the breeding has been completely paid for, the new Mare Owner executes a new service contract, and pays 20% of the breeding fee, as a transfer fee, within 30 days of the sale or the breeding becomes nullified. There are no other provisions for the transfer or sale of these rights.

## **12. MISCELLANEOUS PROVISIONS**

Mare owner hereby agrees to indemnify and hold harmless the RWF parties harmless from and against any and all claims, demands, and causes of action, damage, costs, and expenses. Losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in custody of RWF parties. This agreement herein

constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing, with 30 days notice, signed by both parties. Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of the Agreement with proper first-class mail. **Mare Owner shall reimburse RWF for all costs, fees and expenses, including reasonable attorney fees incurred by rights under this Agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with, however, taxes based on the net income of RWF. In the event of the dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney's fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings. This agreement may be executed in counterparts. Any lawful or unenforceable provisions of this Agreement shall be severable without affecting the validity of the balance of the agreement. This agreement shall be governed by construed in accordance with the laws of the state of West Virginia. Any dispute related to this agreement shall be resolved by binding arbitration through the American Arbitration Association in Cabell County, West Virginia before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorneys fees to the prevailing party.**

**MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.**

\_\_\_\_\_ (Mare OWNER Name Printed)

\_\_\_\_\_ (Mare OWNER Signature & Date)

\_\_\_\_\_ (Mare OWNER Billing Address)

\_\_\_\_\_ (Mare OWNER Semail Shipping Address)

\_\_\_\_\_ (Mare OWNER Phone Number\*\*)

## SHIPPING INFORMATION SHEET

# JOE FABULOUS

ROYAL WINDS FARM, INC.

3491 Wire Branch Road, Ona, WV, 25545

Phone 304.743.5619

MARE OWNER OR LEASEE: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

MARE'S NAME: \_\_\_\_\_ REG# \_\_\_\_\_

BREED \_\_\_\_\_

MARE MANAGER OR CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

FEDEX (next day delivery): \_\_\_\_\_ HOLD FOR PICKUP: \_\_\_\_\_ SATURDAY DELIVERY: \_\_\_\_\_

Or

SHIPPING ADDRESS:

FEDEX OR SATURDAY ADDRESS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## Credit Card Authorization Form – Shipped Semen

This form is used to authorize Royal Winds Farm, Inc. to charge your credit card for ongoing shipments of semen, after the first shipment, via credit card. Please fill out form completely and return it to us via email at [tgroyalwindsfarm@aol.com](mailto:tgroyalwindsfarm@aol.com) or via US Mail at the following address:

### Royal Winds Farm, Inc.

Attn: Payment Processing  
3491 Wire Branch Road  
Ona, West Virginia, 25545

### Credit Card Information

Credit Card type: \_\_\_ AMEX \_\_\_ Discover \_\_\_ MasterCard \_\_\_ VISA

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Name on Card: \_\_\_\_\_

### Credit Card Billing Address (where you receive your credit card statements):

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### Royal Winds Farm, Inc. Account Information

Customer or Farm Name: \_\_\_\_\_

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

Horse Name (s): \_\_\_\_\_

### Authorization

I hereby authorize Royal Winds Farm, Inc. to charge for each semen shipment via Fedex or for each shipment via the scheduled airlines requested.

Comments: \_\_\_\_\_

In addition, if I have initialed the automatic payment section above, I authorize Royal Winds Farm, Inc. to charge my card during the first week of each month for all fees due that month for the services I have contracted to, until I notify them otherwise in writing. I understand that the fees due will include the regular monthly fees for that month, and may include additional fees from the previous month. I also understand that the first charge placed on my card will include the balance already due on my account, if any. I also understand that if I have initialed the show entries section, I will be charged for each show entered that accepts credit cards.

**I agree to pay the above credit card charges in accordance with the Card Issuer Agreement.**

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **2020 BREEDING SUMMARY SHEET**

**1) FILL OUT SHIPPING INFORMATION SHEET AND YOUR BREEDING CONTRACT, SIGN, AND RETURN WITH BREEDING FEE PAYMENT AND A COPY OF MARE'S REGISTRATION PAPERS. FOR LIVE COVER: MARE INFORMATION FORM AND BREEDING SHED FORM REQUIRED.**

**Please make checks for Stud Fee payable to: Royal Winds Farm, Inc.**

**MAIL TO:**

ROYAL WINDS FARM, INC.  
3491 WIRE BRANCH ROAD  
ONA, WV, 25545

**PLEASE NOTE: THE BREEDING FEE MUST BE PAID AND THE CREDIT CARD AUTHORIZATION FORM MUST BE SIGNED AND RETURNED TO ROYAL WINDS FARM BEFORE COLLECTIONS ARE SHIPPED.**

**COLLECTION FEE: \$325.00 + FedEx Shipping Fees**

**2) TO SCHEDULE A COLLECTION:**

**PLEASE CALL: STALLION SERVICES (TODD GRAHAM) 304-743-5619, 304-633-6283 (KIM HAYES) 814-573-9006 WHEN YOUR MARE COMES IN HEAT AND WHEN YOU WISH TO RECEIVE YOUR SHIPMENT OF SEMEN. REMEMBER 24 HOUR NOTIFICATION IS NECESSARY AND COLLECTIONS ARE 11A.M. EASTERN MONDAY, WEDNESDAY, AND FRIDAY. FOR A SATURDAY SHIPMENT, CALL BY 5 PM. EASTERN ON FRIDAY. FIRST CALL FIRST SERVED. LIVE COVER AVAILABLE 7 DAYS A WEEK. CALL TO SCHEDULE YOUR MARE FOR BREEDING.**

**3) RETURN EQUITAINER AND CONTENTS (WITHIN 72 HOURS) TO:**

ROYAL WINDS FARM, INC., 3491 WIRE BRANCH ROAD, ONA, WV25545.

**IF NOT RECEIVED WITHIN 72 HOURS, YOU WILL BE CHARGED \$25.00 PER LATE DAY.**

**4) PLEASE NOTIFY ROYAL WINDS FARM INC. AT 304-743-5619, WHEN YOUR MARE IS CHECKED IN FOAL. A REBREED CHARGE WILL BE ASSESSED IF WE ARE NOT KEPT INFORMED OF THE STATUS OF YOUR BREEDING.**