

REPEATED IN RED, LLC



2010 Shipped Fresh-Cooled Semen Contract ~ Repeated In Red



This agreement ("Agreement") is entered into this _____ day of _____, 2010, by and between Repeated In Red, LLC referred to as "RIR" and the owner ("Mare Owner") of that certain registered mare having the registered name of _____, Registration # _____, Breed _____ (Mare). RIR and mare Owner may sometimes be referred to herein individually as "Party" and collectively as the "Parties". Now, therefore, in consideration of the foregoing promises, covenants and other valuable consideration contained herein, the parties agree as follows:

1. **2010 Breeding Stallion.** Mare Owner represents and warrants that mare Owner has a right to receive semen ("Semen") from that certain registered Stallion Breeding Contract or Rebreed Option ("Breeding Contract") with the owner of the Stallion ("Stallion Owner"). As of the date Mare Owner requests any shipments of Semen pursuant to the terms of this Agreement, Mare owner represents and warrants that all fees due to RIR and fees due to Stallion Owner have been paid in full.
2. **Service and Fees.** RIR agrees to collect, process, cool, and ship, each as applicable, Semen to Mare Owner in accordance with the terms and conditions of this Agreement. In exchange for providing such services, Mare Owner shall pay those RIR fees charged for such services in accordance with RIR's fee schedules. RIR reserves the right to adjust fee schedules at any time without notice.
3. **Credit Card Fees and Shipping Costs.** If Mare Owner pays RIR by credit card, Mare Owner shall pay a 3.5% convenience fee. Mare Owner agrees to pay RIR the following costs for the preparation and/or shipment of the Semen to a location in the United States of America:
 - (i) If the Semen is picked up at RIR: One Hundred and Seventy Five Dollars (\$175)
 - (ii) If the Semen is shipped by standard overnight delivery: Two Hundred and Sixty Nine Dollars (\$269)
 - (iii) If the Semen is shipped by standard overnight for Saturday Delivery: Additional Twenty Five Dollars (\$25)
 - (iv) If the Semen is shipped by same day delivery: Four Hundred Dollars (\$400)

Mare Owner acknowledges that Mare Owner will be responsible for and agrees to pay RIR the above shipping charges if mare Owner cancels its Semen request after RIR already collected and processed the requested Semen.

4. **All Shipments.** Semen will be collected only on Monday, Wednesday and Friday. Mare Owner shall make a request for a shipment of Semen at least twenty-four (24) hours in advance of the requested collection date. After giving priority to mares ordering first in a cycle, semen requests are filled in the order in which they are received. RIR does not guarantee that Mares Owner's Semen request will be filled by the requested date. RIR does not guarantee that Semen orders for same day delivery under Section 3(iii) that are received by RIR on the date requested will be shipped on the date requested. Best efforts will be made to provide one dose of Semen on as required basis according to RIR's collection/shipment days.
5. **Address of Record.** Unless otherwise requested in writing, RIR shall ship Semen to the address of record which has been provided in writing by Mare Owner prior to any shipment. Mare Owner warrants that the address for shipment is a suitable facility for artificial insemination of the Mare. RIR may refuse to make repeated shipment to the address provided by Mare Owner if RIR determines, in its sole discretion, that it will not reasonably lead to successful breeding.
6. **Insemination.** Mare Owner represents and warrants that Mare will be the only mare to be inseminated by the Semen.
7. **Certificate and Parentage Verification.** Mare Owner agrees to comply with all AQHA, APHA or other breed association requirements as contained in the Rules of Registration in the Official Handbook concerning the use and handling of transported semen and shall comply with any parentage verification required. Mare Owner acknowledges RIR will issue a breeder's certificate upon receiving notification of the birth of a live foal. Mare Owner acknowledges that Mare Owner must pay RIR all fees, costs and expenses in full before Stallion Owner will issue a breeder's certificate to Mare Owner. A breeder's certificate shall only be issues for Mare.
8. **Transportation of Semen.** If Semen is shipped to Mare Owner, delivery of Semen is F.O.B. shipping point and title and risk of loss of the Semen pass to Mare Owner at the F.O.B. shipping point and all claims for loss or damage in transit or for non-delivery shall be made by Mare Owner against the carrier. All shipment, insurance or similar charges shall be borne by Mare Owner. RIR will make every attempt to ship Semen to Mare Owner in good condition; however, once Semen is delivered to the F.O.P. shipping point, delivery is out of RIR and RIR does not guarantee or warrant that Semen will be in good condition upon arrival. NOTWITHSTANDING THE ABOVE, RIR SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTIES WHATSOEVER, WHETHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RESULTING FROM RIR'S FAILURE TO DELIVER OR DELAY IN DELIVERY FOR ANY REASON.
9. **Payment.** Mare Owner shall pay the Fees, all costs and expenses set forth in this Agreement before RIR releases the Semen to Mare Owner. RIR's release of the Semen without first receiving payment for the Fees, Refundable Deposit and all costs and expenses shall not constitute a waiver on the part of RIR to collect any unpaid Fees, costs and expenses. If payment is not made when due, RIR may suspend all future delivery and other performance without liability or penalty and, in addition to all other sums payable hereunder, Mare Owner shall pay to RIR (i) a \$25.00 handling fee; (ii) the reasonable costs and expenses incurred by RIR in connection with all actions taken to enforce collection or to preserve and protect RIR's rights hereunder, whether by legal proceedings or otherwise, including without limitation, reasonable attorney's fees, court costs and other expenses; and, (iii) interest on all amounts unpaid charged at the monthly rate of 1-1/2% or the highest permitted by law, whichever is lower. RIR may also, in it's discretion, compel Stallion Owner to withhold the breeder's certificate until payment is received in full.

10. **Waiver of Liability.** MARE OWNER AGREES THAT RIR, AND ITS REPRESENTATIVES, AGENTS, EMPLOYEES, MANAGERS, MEMBERS, LESSOR, AFFILIATED PERSONS, AND OTHERS ACTING ON RIR'S BEHALF (COLLECTIVELY "RIR REPRESENTATIVES"), SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO ANY CLAIM, DEMAND OR LOSS ARISING FROM ANY SICKNESS, DISEASE, ESTRAY, THEFT, INJURY OR DEATH OF THE MARE, SEMEN OR LOSS OF PROFIT OR REVENUES, DAMAGE FOR LOSS OF USE OF THE SEMEN ORE MARE, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR ANIMALS, INCLUDING PERSONAL INJURY, DEATH OR SICKNESS ON ACCOUNT OF THE USE OF THE SEMEN OR THE ACTS OF THE MARE.

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11. Risk of Loss. Mare Owner agrees to assume all responsibility for the Semen, even if in the physical possession of RIR, and shall bear all risk of loss or damage to the Semen, whether by loss, disease, injury, infection, theft or by any cause whatsoever, and agrees to hold (or any person employed by or associated with RIR) harmless on any and all damages associated therewith.

12. Termination. RIR reserves the right to discontinue service at its sole discretion and may terminate this Agreement upon 10 days notice directed to the Mare Owner at the address below or any other manner reasonably calculated to provide notice. Such termination shall not prejudice or impair RIR's rights herein, including but not limited to its right to seek payment for any services rendered.

13. Authority. The undersigned hereby individually represents and warrants that the undersigned is the true and lawful owner of the Mare or, if not the owner of the mare, the undersigned is duly authorized by the mare Owner to execute this Agreement on behalf of the mare Owner. All references in this Agreement to the mare Agreement shall be deemed binding upon the undersigned and the mare Owner. The undersigned hereby agrees to indemnify, defend and hold harmless RIR for any and all claims made by the mare Owner based upon a breach of the above representations and warranties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year set forth first above:

_____ Signature of Mare Owner or Authorized Agent	_____ RIR Authorized Agent
_____ Print Name	_____ Date
_____ Date	_____ Date

PERSON ORDERING SEMEN CONTRACT INFORMATION:

Contact Person (Required Information):	
Phone (Required Information):	
Fax Shipping confirmation Info:	
Email Shipping confirmation Info:	

MARE INFORMATION

Mare Name:			
Association ID# of Mare:	<input type="checkbox"/> AQHA	<input type="checkbox"/> APHA	<input type="checkbox"/> ApHC
Mare Owner or Lessee:	2 nd Assoc. ID#	<input type="checkbox"/> AQHA	<input type="checkbox"/> APHA

SHIPPING INFORMATION

Address for Delivery of Shipped Semen:		Saturday Delivery Address (If Different):	
Facility:		Facility:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Is This a Residential Address? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is This a Residential Address? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated Date for First Shipment:		* Do you want a signature release for shipments? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		* Will allow Fed-Ex to deliver without a signer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Closest Major Airport:		Airport 2nd Choice:	

CREDIT CARD INFORMATION & AUTHORIZATION:

EXACT Name on Card:	
Card Billing Address:	
City, State & Zip:	
VISA or Master Card #:	
Expiration Date:	3 Digit Number on Back of Card
Authorized Signature:	