

Cinder Lakes Ranch, LLC
ON FARM SEMEN CONTRACT

11828 S FM 372 Valley View, TX 76272 Office: 940-637-2536 Fax: 940-637-2540

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FEE SCHEDULE

Chute Fee	\$500.00
Dry Mare Board	\$13.00/day
Wet Mare Board	\$15.00/day

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**I hereby agree to breed the Mare, _____ Registration # _____
Year Foaled _____ to the Stallion, Great Resolve (Einstein), AQHA Registration # 3643152, for the 2009
breeding season. The Stallion Fee is \$ _____ 3000 _____. This includes a booking fee of \$ _____ 500 ____.**

1. The Stallion Fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract. The balance shall be payable when the mare is pronounced safe in foal, or when the mare is picked up from the breeding facility, after having been exposed to the stallion. All other expenses, including board shall be payable monthly.

2. The Stallion Manager agrees to provide suitable facilities for the care and feed of the mare and/or foal while in his custody. The mare owner agrees to the rates listed in the fee schedule above. MARES UNDER LIGHTS ARE CHARGED UNDER THE INDIVIDUAL RATES.

3. The Stallion Manager will exercise judgment in care and supervision of the mare and/or foal. The Stallion Manager's veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and the safety of the mare and/or foal. The Mare Owner hereby consents to all medical care administered to the mare by the Stallion Manager's veterinarian. All veterinarian and farrier expenses will be paid by the Mare Owner as provided in paragraph 1.

4. The mare shall be in a healthy and sound breeding condition; free from infections, contagious or transmittable diseases. A current negative Coggins Test, photostatic copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming, and immunization record must accompany the mare. If the Mare owner should fail to provide any of the above documents, the Mare Owner hereby consents to the Stallion Manager's veterinarian examining and/or testing the Mare as may be necessary to complete the above tests, certification and other records. This is all to be completed at the Mare Owner's expense. HOWEVER, the Stallion Manager reserves the right to refuse to accept any mare which is (1) not in proper condition or (2) which does not have all of the records, tests and registration documents as required herein.

5. The Mare Owner agrees to pay the foaling of \$300 to have the mare foal on the premises of the Stallion Manager. All veterinarian expenses incurred in connection with the foaling shall be paid by the Mare Owner, in addition to the foaling fee.

6. The Stallion Manager agrees to diligently try to settle the Owner's Mare. The Mare Owner agrees to give the Stallion Manager ample opportunity to settle the mare (having bred her through at least two (2) heat-periods). The Stallion Manager does not give a Live Foal Guarantee for any mare leaving the breeding facility unless the mare has been pregnancy-checked, and found to be in foal by the Stallion Manager's veterinarian. IF THE MARE LEAVES BEFORE BEING PREGNANCY-CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES BECOME DUE AND PAYABLE, AND THE LIVE FOAL GUARANTEE THEN BECOMES VOID. If, however, for any reason the mare does not settle, the Mare Owner will hold the Stallion Manager harmless. The above applies to the normal breeding period, February 1 through June 30 of each year.

7. Rebreeds and Mare substitutions will be subject to a \$500 dollar fee.

8. The contract contains a "Live Foal Guarantee". A live foal is described as a new born foal which stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if the Stallion Manager is notified within seven (7) days thereof, and receives a veterinarian's statement confirming death. The return privileges shall apply only to the next normal breeding season.

8. If the mare miscarries, proves barren after being pregnancy- checked in foal, or fails to conceive during the normal breeding season, the Stallion Manager agrees to breed said mare again during the breeding season immediately following that year. There will be a charge for "re-breed" service expenses as listed in the fee schedule above. Open mares that are returned for a qualified rebreed shall be ON THE STALLION MANAGER'S PREMISES ON OR BEFORE MARCH 15, of the following breeding year after the mare was first pronounced "safe in foal". A substitute mare and Substitute Mare fee may be sent if the original mare is deemed unfit for breeding at the discretion of the Stallion Manager, as long as the Mare Owner has maintained the bred Mare in good condition during the term of her pregnancy.

9. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.

10. THE UNDERSIGNED AGREES THAT THE STALLION MANAGER, AND ITS AGENTS, OFFICERS, AND EMPLOYEES WILL NOT BE RESPONSIBLE FOR ACCIDENT, INJURY, SICKNESS OR DEATH TO THE MARE OR IT'S FOAL; WHETHER

FROM FIRE, FLOOD, THEFT, ACT OF GOD, NEGLIGENCE BY THE STALLION MANAGER OR ANY OF ITS AGENTS, OFFICERS OR EMPLOYEES, OR FOR ANY OTHER REASON. THE UNDERSIGNED AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE STALLION MANAGER, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND; INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF THE MARE OR ITS FOAL, OR FOR ANY DAMAGE TO THE MARE OR ITS FOAL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY THE STALLION MANAGER UNDER THIS CONTRACT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART OUT OF NEGLIGENCE OF THE STALLION MANAGER, ITS OFFICERS, AGENTS, OR EMPLOYEES.

11. The parties further agree that should the Stallion die or become unfit for service for any reason, or if the Mare should die or become unfit to breed, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Likewise, any monies heretofore paid by the Mare Owner toward the Stallion fee, with exception of the NON-REFUNDABLE BOOKING FEE, shall be refunded to the Mare Owner. However, the Mare Owner shall pay for all other expenses actually incurred.

12. THE LIVE FOAL GUARANTEE IN THIS CONTRACT IS NON-TRANSFERABLE AND NON-ASSIGNABLE and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Stallion Manager may, at his discretion, upon application and payment of a new booking fee, continue to honor the live foal guarantee granted to the original owner. In the event that Stallion Manager agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.

13. The Mare Owner agrees that the Stallion Manager has not made, and does not make, any representation or warranty as to the quality, or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. The Stallion Manager makes no implied warranties of merchant ability or fitness for a particular purpose.

14. The parties acknowledge that this agreement is made and shall be entirely performed within the State where the Stallion Manager's facility is located and shall be construed and enforced under the laws of said State.

15. This contract shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto.

A PHOTOSTATIC COPY, BOTH SIDES THEREOF, OF THE REGISTRATIN PAPERS ON YOUR MARE MUST ACCOMPANY CONTRACT. OWNER RECORDED ON REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

Authorized By: _____ Date: _____

Signature of Mare Owner: _____ Date: _____

Stallion Fee: _____

Owner of Mare: (As Listed on Registration Certificate)

Booking Fee: (due with contract)

Street Address: _____

Mare Name: _____

City: _____ State: _____ Zip Code: _____

Registration Number: _____

Telephone Number: _____

Name on Card: _____

Card Number: _____

Expiration Date: _____

CVC2 Code: _____