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### STALLION BREEDING CONTRACT

This Stallion Breeding Contract ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between BURNETT RANCHES, LTD., a Texas limited partnership ("Ranch Manager") and \_\_\_\_\_ ("MARE OWNER"). Ranch Manager is the operator of the 6666 Ranch in Guthrie, Texas ("Ranch") and the operator of the horse breeding/boarding program conducted on the Ranch.

1. **Breeding Privilege:** Mare Owner agrees to breed its "MARE" \_\_\_\_\_, Reg. # \_\_\_\_\_ to the "STALLION" **A FOUR SIXES STALLION** standing at the Ranch for the 2006 Breeding Season.

2. **Fees and Charges:** The fees for this breeding privilege, payable by Mare Owner to Ranch Manager, are as follows:

<b>A. Cooled Shipped Semen:</b>	Stallion Service Fee: \$ _____ (Due Prior to Ordering Semen)	Shipment Fee Pre-Payment: <b>\$250.00</b> (Each shipment fee Due Prior to shipment of semen)
Will "MARE" have an Embryo Transfer performed? YES _____ NO _____		
(Office Use Only: Payment Date: _____	Amount Received: \$ _____	Check # _____)
The Stallion Service Fee and the Shipment Fee Pre-Payment are due and payable upon execution of this Agreement and prior to ordering semen. If the Shipment Fee is more than \$250.00, the balance due must be paid prior to shipping semen. If the Shipment Fee is less than \$250.00 and Mare requires only one semen shipment for a confirmed pregnancy, the difference will be refunded upon request of Mare Owner.		

<b>B. On-Site Breeding:</b>	Stallion Service Fee: \$ _____	Booking fee: <b>\$250.00</b> (Included in Stallion Service Fee)
(Office Use Only: Payment Date: _____ Check # _____)		
Will "MARE" have an Embryo Transfer performed? YES _____ NO _____		
*The Booking Fee is INCLUDED in the Stallion Service Fee. The Booking Fee is due and payable upon execution of this Agreement. The balance of the Stallion Service Fee is due and payable when Mare is pronounced in foal. If Mare departs from Ranch before being pronounced in foal, the balance of the Stallion Service Fee is due and payable at that time.		

C. **ADDITIONAL TERMS:**

**D. Cooled Semen Shipment Fees:** (applicable only to cooled transported semen breedings) \$250.00 for each shipment by Federal Express, \$350.00 for each shipment by airlines, \$350.00 for each shipment by 6's Direct and \$125.00 for each semen pick-up at 6666 Ranch. An additional fee of \$250.00 will be charged for the shipping container if Mare Owner does not promptly return it to Ranch Manager. Mare Owner agrees to return container to the Ranch Manager in a timely manner at Mare Owner's expense. Mare Owner shall notify Ranch Manager of its request for a cooled semen shipment no later than 8:00 a.m. Central Time for requested shipments by airline and no later than 9:00 a.m. Central Time for requested shipments by Federal Express. All fees and charges due under this Agreement must be paid prior to any shipment. Ranch Manager may refuse to make any shipments to Mare Owner if Ranch Manager believes that the Mare is not healthy and in sound breeding condition. Upon receipt of the shipment, Mare Owner shall try diligently to settle the Mare and shall use all diligence and care in the insemination of the Mare. Mare Owner waives all claims against Ranch Manager for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement. Ranch Manager waives all claims against Mare Owner for any injury, sickness, disease, or death of the Stallion arising from the exercise of the breeding privilege granted in this Agreement.

**E. Board and Veterinary Charges:** (applicable to on-site breedings) Mare Owner also agrees to pay all board and other veterinary expenses incurred by the Mare and her foal while in the care of Ranch Manager, and these expenses are due and payable on or before 30 days after the date of invoice.

**F. Late Payments and Security Interest:** Ranch Manager may charge Mare Owner interest calculated at a monthly rate of 1 1/2% for any invoiced expenses and fees not received by Ranch Manager on or before the date due. The Mare will not be released until the Stallion Service Fee, all veterinary expenses, board bills, and any other charges incurred on behalf of the Mare have been paid to Ranch Manager in full. To secure the payment of these fees and expenses, Mare Owner grants a security interest in the Mare and her foal on the Ranch to Ranch Manager (to be perfected by filing a copy of this Agreement), and Ranch Manager has no obligation to release the Mare and the foal to Mare Owner or to issue a Breeders Certificate until Mare Owner has paid all the fees and expenses incurred on behalf of the Mare and her offspring. Mare Owner assumes and agrees to pay all charges, expenses, and attorney's fees and related costs incurred in the collection of this balance. If this account is not paid within 90 days of billing, Ranch Manager may foreclose and sell the Mare and her foal, if any, pursuant to the Uniform Commercial Code at either public or private sale and apply the proceeds first to all attorney's fees and costs of sale incurred in relation to the foreclosure of the security interest and the balance to outstanding amounts owed to Ranch Manager. Further, in this event, Mare Owner agrees to deliver to Ranch Manager the original registration papers and properly executed transfer papers on the Mare and her foal. If Mare Owner refuses to execute all necessary transfer documents and deliver registration papers after default Mare Owner agrees to pay \$500 to cover the cost of obtaining a new registration certificate or the amount necessary to cover these costs.

3. **Condition and Treatment.** Mare Owner agrees that when delivered to Ranch Manager or when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition and registered with either the American Quarter Horse Association, the Jockey Club, the American Paint Horse Association, or the Appaloosa Horse Club. A copy of both sides of the Mare's registration paper shall either be attached to this Agreement or shall be sent to Ranch Manager prior to or upon the Mare's arrival at the Ranch. Mare Owner warrants that it is the owner of record of the Mare. If the Mare is to be bred at the Ranch, then on or before delivery of the Mare to the Ranch, Mare Owner must provide Ranch Manager with the following for each Mare: (a) negative Coggins test dated within six months prior to delivery of the Mare to the Ranch, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by Ranch Manager for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for Ranch Manager to perform such services as deemed necessary for the Mare's well being at Mare Owner's expense.

4. **Care of Mare and Foal for On-Site Breedings.** For Mares bred at the Ranch, Ranch Manager shall prepare each Mare for breeding and shall conduct the breeding and post breeding care. Ranch Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, Mare Owner waives all claims against Ranch Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond Ranch Manager's reasonable control or resulting despite the rendering of reasonable and ordinary care. Ranch Manager shall diligently try to settle the Mare; however, if for any reason a Mare does not settle, Mare Owner waives any claim against Ranch Manager. Ranch Manager's veterinarian will examine the Mare for normal breeding conditions and will administer care as Ranch Manager reasonably deems necessary for the health and safety of the Mare and her offspring. Mare Owner consents to the administering of all medical care for the Mare and her offspring that Ranch Manager reasonably deems necessary, and Mare Owner grants to Ranch Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the Mare and her offspring, Ranch Manager shall attempt to contact Mare Owner by telephone prior to taking any required action, but Ranch Manager's inability to contact Mare Owner does not abrogate the authority granted to Ranch Manager by Mare Owner.

5. **Breeding of Mare by Cooled Transported Semen.** Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all AQHA, APHA and ApHC requirements concerning the use and handling of Cooled Semen. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare Owner agrees to use his best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named in this Agreement and no other. **AS THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY, RANCH MANAGER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. RANCH MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.**

6. **Multiple Embryo Transfer.** If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Ranch Manager within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay Ranch Manager the Stallion Service Fee for each pregnancy.

7. **Insurance.** Ranch Manager will not carry insurance on the Mare or her offspring. Mare Owner may carry insurance on its horses as it so chooses. If the Mare is bred on the Ranch and if Mare Owner elects to insure the Mare and her offspring, then Mare Owner shall inform its insurance carrier of the location of the horses and shall provide Ranch Manager with insurance carrier information.

8. **Live Foal Guarantee.** If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by Mare Owner and Ranch Manager) during subsequent breeding season. Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of Ranch Manager. Any attempted assignment without the prior consent of Ranch Manager will, at the option of Ranch Manager, terminate this Agreement and release Ranch Manager from all obligations hereunder. "Live foal" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving Ranch Manager written notice within 14 days after the foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by (a) a certificate from the attending veterinarian that no live foal was born, and (b) a return of the breeder's certificate. No additional Booking Fee or Stallion Service Fee will be charged for the Mare on this return breeding privilege, but Mare Owner is responsible for paying Ranch Manager all of the other applicable charges listed in Paragraph 2 above that are incurred on behalf of the Mare and her foal. This return breeding privilege is void and Ranch Manager will be released from all liability if: (1) the Mare is removed from the Ranch before the Mare is checked in foal by Ranch Manager, unless the removal is approved by Ranch Manager, or (2) the Mare is sold by Mare Owner prior to foaling, unless Ranch Manager has been informed of the sale and approves the transfer of the live foal guarantee.

9. **Termination.** If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of Ranch Manager, this Agreement will, at the option of Ranch Manager, immediately terminate, but Mare Owner shall continue to be responsible for payment to Ranch Manager for all expenses incurred by Ranch Manager on behalf of Mare Owner prior to the Mare and he offspring being removed from the Ranch. The Stallion Service Fee (less the Booking Fee) will be refunded, and Ranch Manager and Mare Owner will be released from any further obligations under this Agreement.

10. **Entire Agreement/Governing Law/Venue.** This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Texas law governs this Agreement, all of the terms and provisions of which are performable in King County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in King County, Texas.

11. **Notices.** Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, an overnight delivery service, or by telecopy with telephone confirmation of receipt to the addresses set forth below. Notices are deemed given when received. Either party may change its address by written notice to the other party.

**RANCH MANAGER**

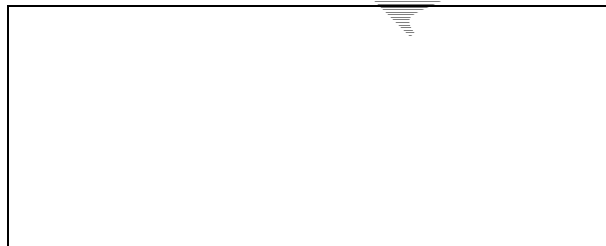
**MARE OWNER**

**BURNETT RANCHES, LTD.**

X \_\_\_\_\_  
Signature of Mare Owner, or Authorized Agent

By: \_\_\_\_\_  
Glenn Blodgett, DVM, Authorized Agent

\_\_\_\_\_  
Printed Name of Mare Owner



Billing Address: \_\_\_\_\_  
Please complete only if different from address at left)

E-Mail Address: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**INSTRUCTIONS: Sign and return contract to 6666 Ranch before \_\_\_\_\_. Your copy of fully executed Agreement will be returned. The Mare will not be bred to the Stallion until both parties have signed this Agreement.**

**DATE RETURNED: \_\_\_\_\_**