

Thank you for selecting Ragtime to breed to your mare. The following will serve as our agreement regarding Pamela Sands' obligation to deliver quality semen for the insemination of your mare for the production of a live foal that stands and nurses. The stud fee for the year 2007 will be \$1,800.00 for fresh or frozen semen.

The stallion and mare owner hereby agree to breed the following mare(s) to the stallion Ragtime #31-67929-96 in the 2006 breeding season.

MARE # 1 Registered Name: _____

Breed: _____

Breed Registration #: _____

Mare #2 Registered Name: _____

Breed: _____

Breed Registration #: _____

Attached is a "Mare Information" sheet, please complete one for each mare.

CONTRACT AGREEMENT

1. Booking fee: Mare owner shall pay stallion owner upon execution of this agreement the sum of \$500.00 as a booking fee for each mare to be bred. The fee is non-refundable but is considered part of the entire breeding fee.
2. Mare owner shall pay stallion owner the balance of the breeding fee which is \$1300.00 minus any applicable discounts plus any other costs associated with this breeding which are detailed later **prior to the shipment of any transported semen**, either fresh or frozen.
3. Stallion owner will provide fresh semen whenever possible but reserves the right to dispense frozen semen for the purposes of insemination when Ragtime is at a horse show or is being prepared for a horse show.
4. Enough frozen semen will be dispensed for two heat cycles. It shall consist of 8 straws. Mare owner or agents of mare owner will not use semen to inseminate any other mare that is not specified contractually in this breeding contract. Mare owner agrees to deliver a written confirmation by a licensed veterinarian that the semen was used only to inseminate the designated mare.
5. In the event that the mare fails to produce a foal that stands and nurses from said breeding, the mare owner shall be entitled to have the same mare re-bred the following year at no additional breeding fee BUT will pay a handling fee and applicable semen transportation costs when the mare is re-bred.

6. If the mare is determined to be not breedable by a qualified veterinarian of stallion owner's choosing, an approved substitute mare may be allowed by stallion owner. The live foal guarantee includes the one breeding season following the initial breeding season when the mare was covered by Ragtime for both the original and substitute mare.

7. Acceptable methods of payment include cashier's check made payable to Pamela Sands which can be sent via Federal Express or certified mail to 2601 Flanders Circle, Modesto, CA 95356.

8. At no time will the stallion owner be liable for any debts incurred by the mare owner in the breeding of said mare.

9. Breeding to Ragtime MAY NOT under any circumstances be sold, resold or assigned by anyone other than Pamela Sands.

10. Stallion owner shall furnish mare owner with a breeding certificate only upon payment of all breeding fees, including expenses which could but are not limited to a collection/handling fee charge per semen collection, disposable semen container or deposit on returnable container, plus transportation fees.

11. The mare owner hereby releases the stallion owner and stallion keeper of any liability for sickness, disease, accident, injury, or loss of his or her mare and foal while in the care, custody or control of the stallion keeper or its agents or while in transportation provided by stallion owner.

12. If the stallion owner decides that the stallion is not fit to breed or if stallion is sold or leaves the state of California, stallion keeper will notify mare owner and this contract will be null and void. In no event shall the stallion owner be liable to the mare owner or any other person for the failure of the mare to produce a live foal for any reason whatsoever, other than to have

the mare re-bred. The mare owner understands that the live foal guarantee shall extend for one additional breeding season following the first season the mare is covered by the stallion. If in two consecutive breeding seasons the mare has not produced a live foal or an approved substitute mare has not produced a live foal, further breeding rights to the stallion under this contract are null and void.

13. Stallion owner is under no obligation to cover a mare, which is deemed to be in unfit breeding condition, such determination to be made at the sole discretion of the stallion keeper. Stallion keeper reserves the right to return to mare owner any unfit mare without further obligation.

14. This contract is not assignable or transferable by mare owner to any party or to any mare without the prior express written approval of stallion owner. No substitution of the mare may be made without prior written approval of the stallion owner. In the event the mare, after breeding is sold the provision in this contract respecting rebreeding must be altered to allow for transported semen or shall be inapplicable. Such re-breeding rights must be in writing and agreed to by stallion and mare owner.

15. If conflicts arise due to too many requests for one day, priority will be given to mare owners based on the date of receipt of contract and payment of the booking fee; if necessary frozen semen can be substituted.

16. In the event that any legal action is initiated by either party to this contract concerning provisions, hereof, such action shall be brought in the Municipal Court of Modesto, CA. or the Superior Court of Stanislaus County, CA.

Please make check payable to Pamela Sands, and forward to
2601 Flanders Circle, Modesto, CA 95356

I have read all terms and conditions of this contract and agree to
breed my mare(s) listed on page 1 of this agreement to the
stallion, Ragtime, for the 2006 breeding season.

This contract is executed in _____
on this day _____ of 2006.

Signature of Mare Owner: _____

Address: _____

Telephone: _____

Stallion Owner: _____

Address: _____