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Breeding Contract (Transported Semen Only)

This agreement is made this ____ day of _____, 2008, by and between _____, hereinafter "Mare Owner" and Aralia Arabians, hereinafter "Stallion Owners" with reference to the following:

1. BKA Rashiiq, Registration No. 0368528, hereinafter "Stallion", will stand at stud during the 2008 breeding season and the parties wish to breed Stallion and Mare described in Paragraph 2 below during the 2008 Breeding Season, which terminates on September 15 of said year.

2. Name of Mare: _____ Sire: _____ Dam: _____
Registration No.: _____ Date Foaled: _____ Color: _____
Insurance Carrier: _____ Telephone Number: _____

Now, therefore, it is agreed:

3. Upon payment of \$500.00, a non-refundable booking fee, Stallion Owners reserves for Mare Owner one season's booking for BKA Rashiiq for stud service to said Mare.

4. The total breeding fee, including booking fee, is \$2,000. The balance of said fee, \$1,500.00, shall be paid by Mare Owner due on or before first breeding or shipment of semen. No semen will be shipped until the entire breeding fee and the Equitainer deposit (see 5(c) below) is received in full.

5. Stallion Owners shall provide semen to Mare Owner via transported semen only. Stallion Owners agree to ship live, cooled semen of the stallion BKA Rashiiq using the "Equitainer" method under the following terms and conditions:

- a. Stallion booking fee must be paid at the time the Breeding Contract is entered into.
- b. All fees associated with registering foals via transported semen shall be paid by Mare Owner.
- c. A \$300 refundable deposit for the Equitainer is required prior to the shipment of semen. Any loss or damage to the container will be the responsibility of the Mare Owner. Any compensation for loss or damage will be deducted from the deposit at the end of the breeding season.
- d. A \$250 lab and processing fee is charged each time semen is shipped.
- e. Shipping charges for the Equitainer will be paid by the Mare Owner.
- f. ALL SEMEN ORDERS MUST BE RECEIVED BY NOON OF THE DAY BEFORE THE REQUESTED COLLECTION DATE.
- g. After receipt and use of semen, Equitainer must be shipped back to Stallion Owners within 2 days by 2nd Day UPS or Federal Express.

6. Notwithstanding the provisions in No. 5 above, should the Stallion be standing at a training or other facility during the terms of this contract, other provisions for the shipment of semen may be employed and costs for shipment will be those charged by the training or other facility (i.e., Equitainer may be shipped to and from training or other facility and the training facility may require other notification prior to shipment, etc.).
7. Mare owner hereby agrees to have said Mare examined for pregnancy per the following minimum schedule and to notify AA within ten (10) days of the results.
- a. Between 17 and 20 days following the last date of insemination, by ultrasound and, if positive,
 - b. Between 45 and 60 days following the last date of insemination by palpation.
8. CONDITIONS: Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to Stallion Owners. Stallion Owners require the submission of a recent negative intrauterine culture certificate (within 10 days). If the culture is negative, but the Mare fails to settle on the first cycle, Stallion Owners may, at their discretion, require additional tests.
9. RETURN OF SERVICE ("live foal guarantee"): Mare Owner shall not be entitled to a refund of fees paid hereunder except as set forth in 5(c) above. However, the mare shall have the right of return to the Stallion's services in the following breeding season (i.e., the following calendar year) only in the following circumstances:
- a. If the Mare does not settle during the present breeding season, she is eligible for return of service to the Stallion if the Mare Owner submits a veterinarian's certificate to that effect.
 - b. If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if Stallion Owners receive a veterinary certificate of barrenness within five (5) days of the examination.
 - c. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death.
 - d. In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for Equine Rhinopneumonitis during pregnancy and the dates of such vaccinations. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. Stallion Owners' timely receipt of the required veterinary certificates is a condition precedent to any right of return.
 - e. All rights of return to the Stallion are subject to prepayment of costs set forth in 5(c) and 5(d) above.
 - f. This live foal guarantee is valid only if the foal is born within the United States or Canada.
10. Service of the Mare by any other stallion during the current breeding season automatically voids the return service portions of this contract.
11. Mare Owner agrees that any semen shipped to Mare Owner will not be used to inseminate any mare other than the above-named mare and will be disposed of promptly.
12. Stallion Owners agree to provide signed Transported-Stored Semen Certificate to Mare Owner upon being notified, in writing, that a live foal has been born; providing that all fees have been paid.
13. DEATH OF STALLION OR MARE: Should the stallion die or be sold before the Mare is serviced and settles, the Mare Owner may choose from among the other Stallion Owner's stallions depending on their availability and subject to Mare Owners' approval of the stallion or, at the option of the Mare Owner, any stud fee paid to Stallion Owners shall be refunded. Should the Mare die or become unfit for service after being serviced, the stud

fee shall not be refunded or adjusted, whether or not the mare was checked in foal. Mare Owner should take into account the value of the Mare plus the value of the stud service, and insure the Mare appropriately. The option as to whether Mare Owner may substitute another Mare is strictly at the discretion of Stallion Owners.

14. This Contract may not be assigned or transferred by Mare Owner. Should the Mare be sold after being serviced, the stud fee and all other amounts due hereunder shall become immediately due and payable and no additional services shall be due from Stallion Owners under any circumstances.

15. The Contract shall be governed by and construed in accordance with laws of the State of California. In the event that it may be necessary for Stallion Owners to institute any legal action to enforce the terms and conditions of this agreement, Mare Owner agrees to pay all reasonable attorney's fees and court costs expended by Stallion Owners through and including execution of any judgment(s).

16. Mare Owner agrees that Stallion Owners may, at their discretion, show or promote Stallion during the normal breeding season.

17. If three or more breedings are purchased, the stud fee will be reduced by \$500 per breeding purchased.

SIGNED: _____
(MARE OWNER/AGENT)

DATE: _____

BY: _____
(MARE OWNER/AGENT (please print)

ADDRESS: _____

TELEPHONE: _____

APPROVED: _____
PATRICIA DeLANO
ARALIA ARABIANS

DATE: _____

Please complete, sign and return one copy to us. Retain one copy for your records.
We look forward to a successful breeding season. Thank you.