

STALLION SERVICE CONTRACT FOR THE 2008 SEASON TRANSPORTED SEMEN

The undersigned mare owner and Team Gauguin, LLC/Georgia Langsam, STALLION OWNER, agree to breed the mare described below to the Swedish Warmblood Stallion, **Gauguin du Cheval**, in the 2008 season. The stud fee is **\$1,250.00** which includes the non-refundable booking fee of **\$250.00**. The mare owner shall pay STALLION OWNER, the non-refundable booking fee of **\$250.00** contemporaneous with execution of this contract. The **\$1,000.00** balance of the stud fee is payable in full prior to the initial shipment of semen. The initial insemination must take place in calendar year 2007.

Name of Mare _____ Birth Date _____

Breed _____ Registration Number _____

Sire (& Breed) _____ Dam (& Breed) _____

Color _____ Markings _____

The mare owner agrees to pay all fees incurred in the collection, preparation, evaluation, and shipment of the semen. A payment of **\$450.00** is required before the shipment of semen. This includes the cost of the shipping container and the fees for collection, preparation, and evaluation, handling and shipping (round trip). Should the mare owner require additional shipments of semen after the initial shipment; another **\$450.00** payment will be required before further shipments are made. If counter-to-counter air shipping or courier services are required, extra charges will be assessed which must be paid prior to the shipment of semen.

A veterinary certificate and current uterine culture, taken when the mare is in heat and submitted to a recognized laboratory, showing the mare to be in sound breeding condition and free of infection is a condition of this service.

Insemination by a Veterinarian: Mare Owner understands that palpations and ultrasounds by a licensed veterinarian are part of the normal breeding process, and it is the Mare Owner's responsibility to discuss those fees and services before breeding. Those fees are Mare Owner's sole responsibility. Mare Owner must have a licensed veterinarian responsible for the insemination process. Mare Owner understands that to retain the "Live Foal Guarantee/rebreeding rights" under the "live foal guarantee" s/he must return the completed and signed Veterinary Certificates of Insemination for each insemination and the Pregnancy Examination later this season. All pregnancies must be confirmed by ultrasound.

Live Foal Guarantee: If the mare does not conceive and deliver a live foal that stands and nurses, the mare owner shall be entitled to have the mare re-bred in the following two (2) seasons at no additional charge for the stud fee provided the mare owner sends satisfactory veterinary certification within five days of the discovery that the mare is no longer in foal or that the foal was not viable. If after three (3) full breeding seasons the mare does not conceive and deliver a live foal that stands and nurses, or if the mare is determined by a licensed veterinarian to be unable to conceive, the mare owner may substitute another mare for one additional breeding season. The mare substituted must be approved in writing by STALLION OWNER. Booking fees, veterinary, shipping, collection, handling, containers, evaluation, and all other costs involved in the re-breeding with the exception of the stud fee will still be the responsibility of the Mare Owner.

Mare Owner Initials _____ STALLION OWNER Initials _____

Breeding Certificate/Registration: Gauguin du Cheval is a registered and approved Swedish Warmblood stallion. He is also approved with the American Warmblood Registry, American Warmblood Society and Rheinland-Pfalz-Saar International. Stallion Owner agrees to provide a breeding certificate to the registry requested by Mare Owner. It is the Mare Owner's responsibility to verify the registration requirements for the foal in the registry selected and that their mare will be eligible to enter the Marebook of the registry selected. Mare Owner further understands that s/he must submit a blood sample of both mare and foal for blood typing and/or DNA testing to Stormont Laboratories or U.C. Davis Veterinary Medicine School in order to have a foal registered with any of the four listed registries and that s/he is responsible to pay the costs of this blood typing/DNA testing and registration.

Frozen Semen in the event transported, cooled semen is unavailable: Mare Owner understands that Gauguin du Cheval is an active, competing stallion. In the event that his competition schedule, illness or injury precludes his semen from being collected timely for the insemination needs of the Mare Owner, a breeding dose of frozen semen will be provided to Mare Owner and the Live Foal Guarantee shall remain in full force and effect as long as the frozen semen is shipped to a properly equipped storage center for frozen semen (local AI Center or veterinarian), designated herein by Mare Owner and, insemination is conducted by a veterinarian experienced in equine artificial inseminations, following the instructions provided for the proper use of the frozen semen. Mare owner designates the following AI Center/Veterinarian:

(AI Center/Veterinarian Name)

(Address)

(Telephone day/night)

There are additional costs to cover the loading of the shipping tank with liquid nitrogen, tank use, straw transfer and dispensing, packaging for shipment, and freight. An additional up-front deposit of **\$795.00** is required in addition to the stud fee and collection fee. The Mare Owner is responsible for transfer of the straws to safe storage and the return shipment of the empty shipping tank within one (1) week. It is understood that if, for any reason, there are unpaid shipping costs, or the shipping tank is not returned on time, then the live foal guarantee shall not apply and the foal will not be registered. Within thirty (30) days of receipt by STALLION OWNER of the returned shipping tank, any overpayment of the costs associated with preparing and shipping the frozen semen straws shall be refunded to Mare Owner.

Advance Notice of Request for Shipped Semen: Mare Owner hereby understands that at least 24 hours advance notice must be provided to the STALLION OWNER to prepare semen for semen shipment, and that additional time will be required for the shipment to travel to its destination. The mare owner should realize that none of the main shippers (FedEx, UPS, etc.) deliver on Sunday or ship Sunday for a Monday delivery. In the event semen is requested for a Sunday or Monday, the semen will have to be shipped counter to counter or by courier at additional expense to the mare owner. **The collection/shipping fee charged by the theriogenologist increases by \$50.00 if 24 hours notice is not given. Plan accordingly.**

Shipping Container Deposit and Return: Mare Owner shall pay to STALLION OWNER a container deposit in the sum of **\$350.00** prior to the first shipment of semen in any given year. Mare Owner is responsible to return the shipper to the STALLION OWNER within 3 calendar days of each delivery of semen utilizing the postage paid packing slip which will be provided to the Mare Owner with the shipment of semen. If the shipper is not returned in its original condition, Mare Owner shall forfeit the deposit, otherwise, the deposit will be returned to Mare Owner after Mare Owner advises the STALLION OWNER, in writing, that no future shipments of semen will be required that calendar year. It is understood that if, for any reason, there are unpaid shipping costs, or the shipping tank is not returned on time, then the live foal guarantee shall not apply and the foal will not be registered.

Mare Owner Initials _____ STALLION OWNER Initials _____

Miscellaneous Provisions: Should the stallion die or become unfit for service after the stud fee has been paid in its entirety and the mare does not deliver a live foal that stands and nurses, the mare owner may elect to rebreed with frozen semen (if available) or to have the stud fee*, minus the booking fee, refunded. (*Does not apply to a breeding purchased from an auction.)

This contract shall not be assigned or transferred without the written consent of STALLION OWNER. There shall be no refund of the fee under any circumstances other than those stated in this contract.

STALLION OWNER shall not be liable or responsible for any disease, accident or injury to the mare and the mare owner shall not be responsible for any disease, accident or injury to the stallion.

Damages arising under this contract and recoverable by the undersigned Mare Owner are limited to the refund of stud fee (minus booking fee) as outlined above. The undersigned Mare Owner hereby waives and renounces any claim for or right to all other damages of any sort, including monetary damages, which may arise under this contract.

This shall be a binding contract when the mare is approved and this agreement accepted in writing by STALLION OWNER or authorized agent. **ATTACH A PHOTOCOPY OF THE MARE'S REGISTRATION PAPERS AND A CONFORMATION PHOTOGRAPH TO THE EXECUTED CONTRACT and RETURN TO THE STALLION OWNER WITH THE \$250.00 BOOKING FEE.**

The parties agree that the terms and conditions stated herein set forth the entire agreement of the parties.

Stallion owner and the undersigned mare owner hereby agree that all controversies, claims, or disputes between them arising out of this agreement or any agreements or instruments relating hereto or delivered in connection herewith, including, without limitation, contract, tort, or other controversies, claims, or disputes shall be arbitrated in accordance with the commercial arbitration rules of the AMERICAN ARBITRATION ASSOCIATION.

This contract shall be interpreted in accordance with the laws of the State of California, and its validity and administration shall be governed by said laws.

In the event that suit is brought hereon, or an attorney be employed or expenses be incurred to enforce the terms of this agreement or to collect any monies due hereunder from the undersigned mare owner, said undersigned mare owner agrees to pay the attorney's fees and costs, including costs and fees of arbitration, of STALLION OWNER.

Approved:

Mare Owner (Signature) _____ Date _____

Mare Owner (Printed Name) _____

Address _____

Phone Number _____

For Team Gauguin, LLC _____ Date _____

Address, telephone number and contact person for delivery of cooled, shipped semen:

Contact Person Name _____

Clinic or Veterinary Hospital: (Name) _____

Mailing Address (no P.O. Boxes) _____

City/State/Zip _____

Telephone number: _____

Facsimile: _____ Cell: _____

Date anticipated that semen desired _____