

STALLION SERVICE CONTRACT

Utterback Ranch
3146 California Lane
Lincoln, CA 95648

916-645-9073

To be executed in duplicate.

I hereby agree to contract one service for the 2006 breeding season to the stallion

_____ for the mare:

Name _____

Reg. No. _____

Age _____ Color and Markings _____

Sire Name and Reg. No. _____

Dam Name and Reg. No. _____

A fee of \$ _____ is agreed upon with a deposit of \$ _____ at the time of booking, which is non-refundable. An additional fee for boarding the mare or mare and foal shall be payable each month and will be charged at the rate of

\$ _____ per day for mare or \$ _____ per day for mare and foal. Balance of the breeding fee and board charges are payable when the mare is picked up. Charges for veterinary services rendered shall be payable at pick up time also.

The following conditions shall prevail:

1. If for any reason my mare does not settle, I will hold you harmless and I understand that breeding season closes _____.
2. It is agreeable to have Utterback Ranch's veterinarian check my mare for a normal breeding condition, also for any illness or injury that should arise. The expense of this service to be charged to my account.
3. It is my understanding that you and your employees will not be held responsible for accidents, injury, sickness or death to my mare or colt if there is one, and that you will exercise good judgment in the care for and supervising of her. I will likewise not be responsible for any

disease, accident or injury to your stallion or mares.

4. It is further agreed that, should the above named stallion, dies, or becomes unfit for service, or if my mare should die or become unfit to breed than this contract shall become null and void, and the stallion fee paid would be returned.

5. If the breeding contemplated in the Agreement fails to produce a live foal, Stallion Owner will, after the payment of the Booking Fee, re-breed the mare in the _____ season. For purposes of this Agreement, a live foal is defined as one that stands and nurses after foaling. This obligation to re-breed will apply only if the Mare Owner notifies Stallion Owner in writing forty-eight (48) hours from the death of the foal. The notice required there under must be accompanied by a statement from a licensed veterinarian verifying such facts. Stallion Owner's obligation to re-breed shall become null and void, if after the breeding contemplated herein, mare is returned to race training.

6. Stallion Service Certificate will be issued when all fees and bills have been paid in full and the payment of all fees and bills is a condition precedent for the issuance fo such certificates.

7. I will enclose a copy of the registration papers (front and back) along with the deposit and return white copy of the contract with same.

8. I have read all the foregoing and agree to the conditions.

Registered owner of Mare _____

Address _____

Phone _____

Signature _____