



Spearmint Rhino Friesian Ranch, Inc.
605 4th Street, Norco, California 92869
Contact: Rafael Ocampo Telephone 909 578 6631

This Stallion Service Contract (the "Contract") is made by and between Spearmint Rhino Friesian Ranch, Inc. ("Ranch") and

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

(Hereinafter the "Purchaser") for breeding of the FPS/FHANA registered Mare named:

_____ Registration No.: _____

to Ranch Stallion (check one):

Gerryt 360 **Maiko 373** **Gradus 356** **Ielke 382**

subject to the following terms and conditions:

1. PURCHASER WOULD LIKE TO USE (check one): Fresh Chilled Semen Frozen Semen (if available)

2. THE MARE: The mare to be so bred is a properly FPS registered Dutch Friesian foaled in (year): _____

Named: _____ Registration No: _____

Sired by: _____ Registration No: _____

Out of the dam: _____ Registration No: _____

The Purchaser may not substitute another mare for breeding without prior written consent of the Ranch. Embryo Transplants are also prohibited without prior written consent of the Ranch. **IN NO EVENT SHALL THE FOAL BE REGISTERED WITH THE FPS AND/OR FHANA UNTIL AFTER ALL FEES HEREIN ARE PAID IN FULL. RANCH SHALL HAVE NO OBLIGATION TO EXECUTE ANY DOCUMENT WHATSOEVER REGARDING A FOAL RESULTING HEREFROM WITHOUT FULL PAYMENT OF ALL FEES HEREIN FIRST BEING PAID IN FULL.**

3. FEES: Purchaser agrees to pay the Ranch the following fees:

A non-refundable Booking Fee of \$150.00 is due at the signing of this contract. This fee is deductible from the below Stallion Service Fee.

B non-refundable Stallion Service Fee of \$1,500.00 (plus California Sales Tax if applicable) is payable before Mare is bred or semen is shipped.

C. (For shipped semen only:) In addition, Purchaser must provide Ranch with advance payment of \$150.00 per collection and shipment. This is for Federal Express or UPS shipment only. Any airline direct shipment shall increase the fee from \$150.00 to \$250.00 per shipment.

1. Where Ranch container for shipped semen is utilized a further container deposit shall require an advance deposit of \$100.00 for cooled semen and \$250.00 for frozen semen. The container must be returned clean and undamaged. If ballast bags, coolant cans or containers are missing or damaged, purchaser will be charged for replacement at Ranch cost for the same. Returning the Container: After receipt and use of the semen, Container must be shipped back to the Ranch within 2 days via UPS or Federal Express 2nd Day Air. Frozen semen tanks must be returned to Ranch within 5 days of arrival. We recommend that you insure the container for \$250.00. You agree you will pay a late container return fee of \$20.00 per day for each and every day the container is not returned to Ranch as detailed herein.

Payment for above can be made by cash, check, cashier check, money order, Visa, MasterCard or American Express. The shall be a \$100.00 fee for any returned payment in addition to attorney fees and costs as may be awarded. **ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.**

Agreed this _____ day of _____, 20_____

"Ranch"
Spearmint Rhino Friesian Ranch, Inc.

By: _____
John Gray, President

"Purchaser"

Name: _____

By: _____

Title: _____

NOTE THE TERMS AND CONDITIONS CONTINUE ON THE REVER SIDE HEREOF – READ BEFORE SIGNING
CONTRACT COPY DISTRIBUTION: Original Ranch Lab Office/Pink Ranch Corp Office/Yellow Customer

Terms and Conditions Continued

4. RESERVATIONS FOR SEMEN (ON THE RANCH OR SHIPPED): The Ranch's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season. For the purposes herein, the Present Breeding Season is defined as from January 31st through June 30th of the year in which, pursuant to this Contract, the first shipment of semen hereunder is made or on Ranch premises breeding occurs, whichever is first. Fresh Chilled Semen is typically collected on Monday, Wednesday and Friday. Ranch will make all reasonable efforts to accommodate special collection and shipment request of Purchaser. All Semen orders must be received by 5 p.m. Pacific Standard Time the day before the requested collection date. Late orders will be filled if possible. Frozen Semen should be ordered one week before Purchaser desires to breed the mare. All orders for semen shipments shall be filled as received, subject to availability of the Stallion. If there is insufficient semen to fill all orders of a given day, the Ranch veterinarian will determine which orders will be honored. For Ranch-bred Mares this decision will be based on palpation results; for Mares bred off the Ranch, this decision will be based on the information provided by the Purchaser's veterinarian.

5. CONDITIONS: Stallions service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the Ranch. In the event the mare is barren, the Ranch requires the submission of a recent negative intrauterine culture certificate (within 60 days of shipment). At Ranch election, the certificate may also require a uterine biopsy and/or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.

6. RETURN OF SERVICE: Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth hereinbelow. However, the Mare shall have the right of return to the Stallion's service in the following breeding season and in the third breeding season only in the following circumstances: If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a veterinarian's certificate to that effect. The Purchaser recognizes the Ranch's right to require a negative intrauterine culture certificate prior to the Mare's return to service. If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if the Ranch receives a veterinary certificate of barrenness within five (5) days of the examination. 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 to the Ranch within five (5) days from the date of death. In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccination. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. The Ranch's timely receipt of the required veterinary certificates is a condition precedent to any right of return. If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable, Purchaser may substitute another Dutch registered mare acceptable to Ranch. Purchaser must request this change in writing. All rights of return to the Stallion are subject to prepayment of costs as set forth herein.

7. REFUND OF FEES: This Contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit for service after semen has been shipped or in any subsequent breeding season. No refund is available if Stallion is sold; but Purchaser may breed to another Ranch Stallion of the same or lesser Stallion Service Fee.

8. NON-ASSIGNMENT: This contract cannot be assigned or transferred by Purchaser. Purchaser must only utilize semen received hereunder for Mare detailed herein. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion.

9. WARRANTY: The Ranch is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's.

10. FOR MARES TO BE BRED AT SPEARMINT RHINO FRIESIAN RANCH ONLY:

Purchaser agrees that all veterinary, farrier, foaling, and other fees are in addition to the Stallion Service fee, and that all such fees, together with board of \$25.00 per day, will be paid promptly upon invoicing. No Mare will be removed from the Ranch unless all fees and costs are paid in full. The Purchaser hereby gives the Ranch permission and full attorney in fact rights to act as agent in all regards, without limitation or restriction in an emergency situation if the Purchaser cannot be reached in a timely fashion. The Purchaser hereby releases the Ranch from any responsibility or liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.

11. GOVERNING LAW: This contract shall be governed by the laws of the State of California with jurisdiction in the County of Riverside and shall be binding upon the parties hereto and their personal representatives. Should a party herein bring an action to enforce any provision of this Contract in a court of competent jurisdiction, the party may be awarded in addition to any other compensation, reasonably attorney's fees and costs.

12. ENTIRE AGREEMENT: This Contract contains the entire agreement, all representations, and all understandings between the parties and supersedes any and all other representations, understandings and agreements, whether oral or in writing, between the parties concerning the subject matter of this Contract. The parties agree that any alleged representations not contained herein were not material to any party's decision to enter into this Contract.

13. COUNTERPARTS AND FAX SIGNATURES: This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute the Contract, notwithstanding the fact that all the parties have not been signatories either on the same date or to the same counterpart, provided however, that the Contract shall not become effective until completely conforming counterparts have been signed by each of the parties hereto. The parties agree that faxed signatures shall be as binding as original, inked signatures.

14. SEVERABILITY: Nothing contained herein shall be construed so as to require the commission of any act contrary to law or FPS and/or FHANA rules, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance, rules or regulation contrary to which the parties have no legal right to Contract, the latter shall prevail; and the provision of this contract which is affected shall be curtailed and limited to the extent necessary to bring it within the requirements of the law.

15. MISCELLANEOUS: This Contract, including without limitation this paragraph, may be modified or amended only by an agreement in writing signed by all of the parties hereto. Each of the parties agrees that he/it will execute and deliver all such documents and instruments as may be necessary or appropriate to effectuate the terms hereof. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver. This Agreement shall be binding on, and shall inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns and successors in interest of the parties. The boldface titles of paragraphs herein are for ease of reference only and shall not be considered in interpreting this Agreement.