

2010 Booking Contract and Agreement for Shipped Semen for Cabalito

THIS AGREEMENT entered into this _____ day of _____

(month),2010, by and between _____ (hereinafter

“Mare Owner”)and Cabalito Partners.

Mare’s Registered Name: _____

Breed: _____ Breed Reg. #: _____

Year Foaled: _____ Sire: _____ Dam: _____

Sire of Dam: _____ Color: _____

Markings: _____

Intended registry of future foal _____

WITNESSETH:

For good and valuable consideration, including the Purchase Price and the mutual covenants set forth herein, the parties hereby agree to the purchase and sale of semen described herein, on the following terms and conditions:

Mare Owner has hereby confirmed a reservation to the stallion Cabalito, a 1997, bay, Hanoverian for the 2010 breeding season. This breeding is sold with a two year term on the Live Foal Guarantee. If after two breeding seasons, the mare still fails to conceive or deliver a live foal, this agreement will be considered fulfilled in its entirety.

The 2010 breeding season begins on March 1, 2010 and ends on July 15, 2010. We will make every attempt to accommodate special circumstances outside of these times but do not guarantee availability. Our regular collection days are Monday, Wednesday, Friday. Depending on the schedule of the stallion and collection facility, and with advance notice, we will provide collections on other days, as possible.

This Agreement covers the purchase and sale of semen from the stallion Cabalito (hereinafter “Semen”) from Cabalito Partners to Mare Owner. Mare Owner hereby purchases said Semen subject to the terms and conditions of this Agreement.

Fees for 2010 Breeding Season:

◆ Nonrefundable Booking Fee: \$500.00 (due and payable at the execution of this Agreement)

◆ Breeding Fee: \$1,0000 (due and payable prior to Mare Owner’s first Semen shipment request)

◆ Refundable \$250 Deposit for the use of the Equitainer. Missing parts and damage will be paid from this deposit.

◆ Weekday collections will be charged to the Purchaser at \$250.00 each by Arizona Equine Medical and Surgical Centre when Stallion Manager is given 24 hours notice. Same day service will not be guaranteed, but will be done as best as possible. Mare owner is responsible for all transportation charges including local carriers to ship semen and return container. Container must be returned within 3 days or a \$50.00 late fee per day will be charged. Do **NOT** use ground transport to return container. Stallion Owner is NOT responsible for shipping delays and or mistakes. Make sure your vet clinic has these details. To accept these conditions initial here:_____

Other Charges. Semen will be shipped directly from Arizona Equine Medical and Surgical Centre, with the Mare Owner making payment directly to the Clinic for all costs related to the collection and processing of this semen. These arrangements are strictly between the Mare Owner and the Clinic. Cabalito Partners has no responsibility to either party in this matter. To contact Arizona Equine Medical and Surgical Centre , the Mare Owner should call (480)962-6660. Dr. Robinson or Dr Leith handle Cabalito's collections. _____ (Initial)

The first shipment of Semen shall consist of one (1) or two (2) doses depending on availability. If the Mare does not become pregnant after the first shipment, subsequent shipments shall be made upon veterinary certification of unsuccessful impregnation. Upon proof of unsuccessful impregnation, Mare Owner's veterinarian shall contact Cabalito Partners, stallion Manager (Lisa Coletto-Cohen (602) 741-9338) to arrange for an additional shipment of semen.

Mare Owner acknowledges the Mare is fit for breeding and agrees to have the mare checked by a qualified veterinarian for breeding soundness and further agrees to provide proof of a negative uterine culture (not required in maiden mares). Only the Mare listed above will be inseminated with the Semen. Mare Owner will request shipment of Semen during the term of this Agreement. Mare Owner assumes all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, and agrees to hold Cabalito Partners and RCR Farm, its members, managers, employees, agents, representatives and assigns harmless for any and all damages associated therewith. Mare Owner will pay all costs and expenses, including reasonable attorney's fees, if Mare Owner breaches any material term of this Agreement.

Cabalito Partners assumes responsibility only to deliver live semen in viable condition at the time of delivery to the Mare Owner. The Semen must be administered by a **licensed veterinarian on the day of delivery** or Cabalito Partners shall be considered to have fulfilled its contractual obligations. _____(initial).

Mare Owner will have the Mare examined by a licensed veterinarian 14 days after the last day bred (ultrasound) and Cabalito Partners shall be notified of pregnancy status at

that time. The Mare Owner must have the Mare examined by a licensed veterinarian at 55 days after the last day bred. _____ (initial)

This Agreement guarantees a return breeding for the above-named Mare if the Mare is examined by a licensed veterinarian and found to be barren at 55 days from the date of the last service. Booking fees, container deposit and post-insemination collection fees would still be owed by the Mare Owner.

This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter herein. It may be amended only by a written instrument executed by both parties.

Live Foal Guarantee. If the Mare does not deliver a live foal that can stand up alone and nurse within 24 hours, then the Mare Owner shall be entitled to a return breeding to Cabalito providing that Mare Owner must submit to Cabalito Partners a satisfactory veterinary certificate signed by a licensed veterinarian indicating that no live foal was delivered or that the foal could not stand alone or nurse and further indicating that the foal's failure to stand or nurse was not due to any lack of reasonable care by any party. This applies to single births only. The return breeding is applicable to the above named Mare or another mare suitable to the Cabalito Partners. Booking fees, container deposits and post insemination fees would be owed solely by the Mare Owner in a return breeding.

Live Foal Guarantee is Null and Void

◆ upon the birth of twins

◆ if Mare is bred to another stallion during the term of this Agreement without Cabalito Partner's written consent

◆ if Mare Owner sells, transfers, assigns or grants a security interest in the breeding evidenced by this Agreement

◆ in the case of embryo transfer, unless Cabalito Partners has been informed in advance that this semen will be used for an embryo transplant and Cabalito Partners has agreed in writing to this.

◆ if Mare Owner inseminates a mare other than the Mare listed above, with the Semen

Should the Stallion die, be sold by Cabalito Partners or become unfit for service prior to shipment of semen to this Mare, or if this Mare dies or becomes unfit to be bred prior to being serviced, this contract is and shall be null and void. Should the Stallion or Mare die or become unbreedable after the mare is serviced and no live foal results, the Agreement will be null and void. Breeding fees will be returned should the Stallion die or become permanently unfit for service. A new mare, approved by Cabalito Partners, may be substituted should the Mare die or become permanently unfit for service.

This Agreement is executed in duplicate and shall be legally binding on the parties hereto, and their heirs, Executors, administrators and assigns.

If this Agreement is being executed by an agent, the original copy must be signed by the owner of the Mare.

This Agreement shall be governed by the laws of the state of Arizona

Cabalito Partners

Signature : _____

Mare Owner

Signature : _____

Lisa Coletto-Cohen, Breeding Manager

Owner: Cabalito Partners

Address: (Mailing)

Queen Creek Veterinary Clinic

20201 E. Ocotillo Rd.

Queen Creek, AZ 85242

(602) 741-9338 Lisa's Mobile

(480) 987-8315 Fax

colettocohen@aol.com

Address for Equitainer return:

RCR Farms

25416 S, 154th St.

Gilbert, AZ

(602) 882-5790