

STALLION SERVICE CONTRACT

^{JK} AMADEUS

2006 BREEDING SEASON

This AGREEMENT is made and entered into on this date _____
between _____, Mare Owner,
residing at _____,
phone _____, email _____,
and Brian Wozniak or April Wozniak, Stallion Owner, residing at 8841 E Tanglewood Road, Franktown, CO 80116, phone 720-733-2767, email: info@truemountain.com.

Mare Information

Mare Owner agrees to breed its Mare _____
registered by _____ number _____ to Stallion ^{JK} AMADEUS, AHR 318453, owned by Stallion
Owner, for Stallion Service Fee of **\$2000**. The Stallion Service includes a Booking Fee of \$250 and must be paid in full prior
to Stallion collection. Handling fees, board, and special transportation costs are additional fees.

Acceptance of Mare

Prior to the semen shipment, the Mare Owner will furnish the Stallion Owner with a copy of the Mare's Registration Papers. Mare Owner acknowledges that the Mare is in good health and condition to be bred and that the Mare will be bred by a qualified professional and in a clean environment. The qualified professional must make every effort to ensure that the Mare is ready to breed. In the event that the Mare does not become in foal, Mare Owner is responsible for all additional costs associated with rebreeding. In the event of the death of the Mare, the Mare Owner may replace the Mare with another approved mare or the breeding may be sold at the rate stated above and an Administration Fee of \$200 will be applied.

Limitation of Liability

The Mare Owner will hold the Stallion Owner harmless if for any reason the Mare does not become pregnant, and for any disease, accident, sickness, or death of the Mare or her foal. Should the Stallion die or become unfit for service, the Mare Owner shall have the right to a refund of the Stallion Service Fee less the Booking Fee.

Live Foal Guarantee

In the event the Mare produces a foal that is born dead or dies within 24 hours of foaling, the Mare Owner *must*: (1) notify the Stallion Owner within 72 hours of foaling that the Mare did not produce a live foal, (2) furnish the Stallion Owner a veterinary certificate stating the reason for the death within ten (10) days of the foal's death. The Stallion Owner will authorize one re-breed of the same Mare within that breeding season. If the Mare Owner fails to notify the Stallion Owner within 72 hours of foaling or fails to provide the veterinary certificate within ten (10) days of death, no re-breeding or refund shall be due for any reason and this contract shall be terminated. In the event that the Mare is sold or changes ownership, any refund of the Stallion Service Fee shall be voided.

Breeder's Certificate

The Stallion Owner, for each live foal born as a result of the breeding services herein provided, will issue a Breeder's Certificate. All fees and expenses pertaining to this breeding must be paid in full prior to issuance of the certificate.

Premier Breeding Services, LLC

^{JK}**AMADEUS** will be standing at Premier Breeding Services, LLC at Crooked Willow Farms. All Handling, Counter-to-Counter, Courier, and Equitainer Deposit fees for Premier Breeding Services, LLC will be billed directly by Premier Breeding Services, LLC. To schedule the breeding, please contact Premier Breeding Services: Manager: Brad Ray, Address: 5501 West Dakan Road, Sedalia, CO 80135, Phone: 303-681-9717, Fax: 303-681-9713. Mare care is also available for in-house insemination and foaling out. Please address all mare care and breeding-related inquiries directly to Premier Breeding Services.

Transported Semen

The Mare Owner, or its representative, shall notify Premier Breeding Services, LLC no less than 2 days prior to the day on which the Mare will require the shipment of semen. Premier Breeding Services, LLC, shall determine the availability of semen. Collections are made on Mondays, Wednesdays, Fridays, and Saturdays. All transported semen shall be used for the sole purpose of impregnating the above named Mare only for the breeding season stated in this agreement.

Pregnancy Check

It is the Mare Owner's responsibility to inform the Stallion Owner of the Mare's successful, or unsuccessful, pregnancy. Failure to do so will void this agreement. A certified veterinarian must check the Mare within twenty-five (25) days of insemination to determine pregnancy. The result of the test must be given in writing to the Stallion Owner to activate the Live Foal Guarantee. If the Mare is not in foal after 25 days, the Mare Owner must contact the Stallion Owner immediately to coordinate another semen shipment. In the event that the Mare does not conceive in three (3) successive heat cycles the Mare Owner has the option of selecting another approved mare that is owned or leased by the Mare Owner. If the Mare does not become pregnant after continuous attempts by August 1st of the breeding season, the Mare Owner may elect to try again the following year. The Mare Owner must obtain written approval from the Stallion Owner by September 1, 2005 to carry this breeding over to the following season. An additional Administration Fee of \$200 shall apply. If the Mare Owner does not continue the breeding attempts and does not pursue any of the above options, all fees previously paid will be forfeited to the Stallion Owner. There will be no cash refunds and all re-breed rights will be forfeited.

This AGREEMENT is subject to the laws of the State of Colorado. In the event that the Stallion Owner requires legal action, the Mare Owner agrees to pay all reasonable expenses, including attorney fees and the cost of execution of any judgment, whether or not suit is brought. Under Colorado Law, an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-120, Colorado Revised Statutes.

Executed on this _____ day of _____, 200__.

MARE OWNER

STALLION OWNER

(Signature)

(Brian Wozniak or April Wozniak)

Please sign this agreement and mail to Stallion Owner. Stallion Owner will return a fully executed copy to Mare Owner. No breedings will take place until this contract is signed and the Stallion Service Fee, Handling Fee, and Equitainer Deposit are paid in full.