

2010 Breeding Contract.... ESCAPADE

This contract is entered into and is between the undersigned Barrington Hill, as "STALLION OWNER" and hereinafter referred to as "Stallion Owner". This contract sets forth the rights and responsibilities of the parties for the 2010 breeding season. To complete the agreement, Addendum(s) for Shipped Cooled, Shipped Frozen and/or Mare Disclosure Forms will be required. These will be noted on "Additional Terms and Conditions." The stallion providing breeding services under this contract is Escapade. Escapade will stand the 2010 season at Barrington Hill, Dade City, Florida, hereinafter referred to as "the farm," WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, Registration # _____, Breed _____, it is now therefore agreed between the parties as follows:

Booking and Stallion Fees: Mare owner agrees to pay a non-refundable booking fee of \$400 USD to reserve a breeding for the year 2010, which shall be part of the Stallion Service Fee. For total consideration of \$ _____ USD, Farm hereby agrees to breed the stallion, Escapade, to the mare belonging to Mare Owner as above-described. Breeding fee paid is only for the above mentioned mare. Multiple pregnancies are prohibited. Use of semen for Embryo Transfer is prohibited unless separately agreed upon, by both parties, and contracted in addendum. In the event that another mare is inseminated and a foal results; an additional full stud fee will be due and payable to the Farm.

Mare Breeding Option (Please Circle Option)

Mare Bred Via Shipped Semen Completed Shipped Cooled Semen Addendum "A" Required First Date Expected Semen to Ship: _____

If mare is bred via shipped semen; booking fee, balance of breeding fee and any applicable shipped semen charges, container deposits, etc. must be paid in full prior to shipment of semen.

Mare Bred Via Frozen Semen Completed Frozen Semen Addendum "C" Expected Shipping Date: _____

Shipped Cooled Semen: Collection/Shipping days are Mon/Wed/Fri. Saturday and Sunday collections will be charged an additional fee if available, 24 hour notice prior to Collection/Shipping date is required. Mare owner agrees to pay all applicable fees as set forth in the Shipped Cooled Semen Agreement, prior to shipping. Mare owner further agrees to satisfy any deposit/late fees associated with an Equitainer, if used. NOTE: Mares must supply farm with copy of the following reproductive tests: 1) Negative Uterine Culture, 2) Equine Cytology with Sensitivity prior to first semen shipment. If Mare does not have these tests, and a shipment is made a second cycle shipment WILL NOT be made until lab results are received. Further, if multiple shipments do not result in pregnancy, Farm may require Mare Owner to provide satisfactory results of a Biopsy from said Mare. Addendum "A" must be completed.

Live Foal Guarantee: This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of the fetus loss is unknown. If the foal is born dead, or if the mare does not otherwise, a sworn statement from said veterinarian that the mare is no longer in foal and the date of the fetus loss is unknown. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege in the current season (2010) or the following breeding season (2011) only. Substitution of Mare will be allowed. All other applicable breeding fees in effect at time apply. In the event of the death of the above-named Stallion, this contract shall become null and void. Breeding fee less the non-refundable booking fee shall be refunded to Mare owner if the Mare has not been bred. In the event of the Stallion's death prior to the delivery of a live foal, the live Foal guarantee as above described shall become null and void. If the Mare is bred, but does not produce a live Foal in the subsequent year; evidenced by a sworn statement from licensed veterinarian, the breeding fee less the non-refundable booking fee will be refunded. Should the Mare die or become unfit to return breed prior to breeding, Mare Owner shall be required to breed a substitute Mare to the Stallion, or, a transfer of the breeding may be allowed at the sole discretion of the Farm/Stallion owner. No refunds shall be permitted. No other fees or charges are refundable except as described in this paragraph... No fees related to board or settling the mare are refundable.

General Conditions: It is understood that the breeding season for Farm commences on March 1 of the calendar year and terminates August 30 of the same calendar year. Mares that do not come into season or are not settled within said breeding season above-described shall be carried over to the following year. All action with respect to this agreement will be instituted in a court sitting in a Pasco County, Florida, and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum.

This contract represents the entire agreement between the parties and is not assignable by Mare Owner without written permission of Stallion Owner/Farm. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Florida, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Addendum "A" Terms & Conditions for Shipped Cooled Semen Executed & Attached; Date: _____

Addendum "C" Terms & Conditions for Shipped Frozen Semen Executed & Attached; Date: _____

This contract shall be binding upon the parties hereto and their personal representatives.

Barrington Hill Inc. _____

Purchaser _____

Alicia Trias _____

Signature _____

Date _____