

WESTMONT RANCH
STALLION SERVICE AGREEMENT

(On Site Breedings)

This Agreement is made and entered into between Monte/Kim West (STUD OWNER) owner of SMART Highbrow Doc APHA# 675,827, MIKE BEAN, MANAGER and _____ (MARE OWNER) owner of _____ (MARE) APHA/AQHA# _____, for the 2008 breeding season.

MARE OWNER wishes to have MARE bred to SMART Highbrow Doc standing with MIKE BEAN, MGR and agrees to pay the following fees:

- A. A stallion service fee of \$700.00, which includes a non-refundable booking fee of \$250.00 and a \$100.00 chute fee for the first heat cycle exposure.
- B. At least one half (\$350.00) of the stallion service fee is due at signing and acceptance of this Agreement.
- C. The total balance of the stallion service fee is due PRIOR to the MARE'S first exposure to STUD.
- D. BOARDING/BREEDING FEES –
All boarding and additional breeding fees are the responsibility of the MARE OWNER and are to be payable to MIKE BEAN.
Wet or Dry Mare \$8.00 per day
Foaling Fee \$200.00 (we prefer you foal your Mare prior to arrival)
Chute Fee \$100.00 Per additional heat cycle

ACCOUNTS PAYABLE

MIKE BEAN requires a \$200.00 deposit to be paid upon MARE'S arrival and will invoice MARE OWNER monthly. Invoices are due and payable upon receipt. Invoices not paid within 10 days will be subject to a 5% late penalty and interest of the lower of 1 ½% per month or the maximum allowed by the federal government so as not to be usurious.

No MARE will be permitted to leave the care of MIKE BEAN or his premises without full settlement of its account. Any mare whose account remains unpaid after 3 months will be seized as compensation and this Agreement, together with a statement by MIKE BEAN stating that the account remains unpaid, will be sufficient for AQHA, APHA or any other equine organization to transfer the ownership of the horse to STUD OWNER (for stud fee) and/or MIKE BEAN (for breeding/mare care fees). STUD OWNER/MIKE BEAN can then sell the MARE(S) and will hold MARE OWNER liable for any deficiency between the MARE OWNER'S account and the net proceeds or at STUD OWNER/MIKE BEAN'S sole discretion keep MARE(S) in satisfaction of the account. All outside accounts, including vet bills, must be settled promptly and in all cases prior to MARE leaving the care of MIKE BEAN or his premises.

CONDITIONS

STUD OWNER/MIKE BEAN and the state require a negative coggins test no more than 90 days prior to MARE'S arrival at the premises of MIKE BEAN. MARES without a current coggins test will be tested at MARE OWNER'S expense. Stallion and breeding services will only be provided to healthy mares in sound breeding condition, as determined by a vet. In the event the MARE is barren, STUD OWNER/MIKE BEAN

requires MARE OWNER'S vet to submit a current negative intrauterine culture certificate (within 60 days) and certify the MARE'S immunization for equine rhinopneumonitis (equine herpes type 1) have been kept current.

MIKE BEAN shall at his discretion arrange for veterinarian and farrier services for MARE at MARE OWNER'S expense.

RELEASE OF MARE

To pick up MARE, please schedule a time and date with Mike Bean. MARE'S will only be released during normal business hours with prior arrangement and Mike Bean present, unless agreed otherwise.

STUD OWNER/MIKE BEAN, MANAGER NO LIABILITY

MARE OWNER agrees that STUD OWNER/MIKE BEAN, MANAGER, MIKE BEAN'S agents and employees are not liable for the death, sickness and/or accident including damages from whatever cause to MARE or MARE OWNER.

The MARE OWNER agrees to the following terms and conditions:

- (a) To pay for all fees resulting from the period of board.
- (b) MARE OWNER is not responsible to STUD OWNER for any accident, sickness or death caused to STUD or STUD OWNER for any reason whatsoever unless MARE OWNER had knowledge that MARE had preexisting problems.
- (c) A copy of MARE'S registration papers will be returned with this Agreement.
- (d) If STUD dies or becomes unfit to breed before the MARE is bred in the current breeding year, this agreement becomes null and void.
- (e) Under no circumstances is a MARE OWNER entitled to a rebreed after the following breeding season and no refund of service fee will be made.

BREEDING GUARANTY

The STUD OWNER will guarantee: A live foal; a live foal is defined as one that stands and nurses within 24 hours after foaling. This guarantee will only apply if within 48 hours of the death of the foal a licensed veterinarian notifies STUD OWNER of its death and confirms same by a faxed statement to STUD OWNER. IF MARE does not foal, the foal dies as stated above, the STUD OWNER has the option to: rebreed MARE to STUD, without an additional stud service fee, at whichever location STUD is standing the following breeding year only. (If applicable) the foal does not meet the color guarantee, the STUD OWNER has the option to: rebreed MARE to STUD, for ½ price the total stud service fee, at whichever location STUD is standing the following breeding year only. MARE OWNER will be responsible for all transportation, and boarding when rebreeding MARE. If STUD is no longer alive, fit for service or owned by STUD OWNER, the STUD OWNER may breed MARE to another stud owned/contracted by STUD OWNER of equal or lower price.

This Agreement constitutes the entire agreement between STUD OWNER and MARE OWNER.

STUD OWNER/MIKE BEAN, MANAGER makes no representation to MARE OWNER for the conduct of the STUD. MIKE BEAN also makes no representation to the STUD OWNER for the conduct of the MARE.

GOVERNING LAW

This Agreement shall be governed by the laws of the County of Leon, San Jacinto and/or Montgomery in the State of Texas and shall be binding upon the parties hereto and their personal representatives. Under Texas law an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. The mare owner agrees to look solely to his or her insurance for compensation for any and all losses of any kind with respect to this contract.

ARBITRATION

All claims or disputes arising out of, or relating to, this Agreement shall be decided solely by arbitration to take place in the County of Leon, San Jacinto and/or Montgomery in accordance with the Rules of the American Arbitration Association then applying unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance

with applicable law in any court having jurisdiction thereof. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Signed this _____ day of _____ year _____.

STUD OWNER: _____

Monte and/or Kim West

P. O. Box 1466

Montgomery, TX 77356

936-537-9660

936-522-7323

936-597-6395 (fax)

STUD MANAGER: _____

Mike Bean

1830 County Rd 278

Buffalo, TX 75831

903-322-9340

936-537-8877

MARE OWNER: _____

Printed Name: _____

Billing Address:

Home Phone: _____

Office / Cell Phone: _____

Fax: _____