BERTON QUARTER HORSES

6484 Bodega Avenue – Petaluma, CA 94952
Barn (707) 763-7492
Fax (707) 763-0111

Breeding Contract

This **AGREEMENT** is made and entered into this_____ day of _____, 2008, by and between _____, whose address is:_____ -phone:(___)_____-_____(hereinafter referred to as "Mare Owner"), and BERTON QUARTER HORSES, whose address is 6484 Bodega Avenue, Petaluma, CA 94952 – phone: (707) 763-7492 (hereinafter referred to as "Stallion Owner").

WHEREAS Stallion Owner is the owner of Mr Colton, #4196899, and the Mare Owner is the owner of the mare named_____, #_____, described as a _____mare, foaled in 19____ by _____, #_____and out _____#_____ (hereinafter the Mare). The mare is due to foal _____.

AND WHEREAS **Mr Colton** will stand at stud during the 2008 season at Berton Quarter Horses in California, and the parties hereto desire to contract for the servicing of the Mare to **Mr Colton** during the season of 2008.

NOW, THEREFORE, it is agreed as follows:

1. Upon payment of a $250 booking fee, which is non-refundable, Stallion Owner does hereby reserve for the Mare Owner one season's booking for 2008 to Mr Colton for the service of the Mare.

2. The balance of $600.00, plus all unpaid board and expenses, will be paid when the Mare is picked up or before semen is shipped – whichever is applicable.

3. Boarding will be at the rate of $8.00 per day for the keeping and ordinary care of the Mare and/or foal in open pasture ($10.00 per day for a box stall/paddock). This expense will be billed to mare Owner and is to be paid monthly.

4. The Mare Owner agrees to allow Stallion Owner to have a qualified veterinarian check the Mare for normal breeding conditions and to perform such other veterinary services Stallion Owner deems necessary for the proper treatment and protection of the Mare and/or foal at side. This is to be at the Mare Owner's expense and will be billed and due as necessary.

5. During the time the Mare is in the custody of Stallion Owner, Stallion Owner shall not be liable for any sickness, disease or injury which may be suffered by the mare and/or foal at side.

6. None of the above-mentioned fees shall be refundable. But, Stallion Owner guarantees a return breeding the following season, either for said Mare or her substitute which is acceptable to Stallion Owner, should a live foal (defined as one that stands and nurses without assistance) not result from this mating. This is to be evidenced by a written statement from a qualified veterinarian.

7. This Agreement shall not be assigned or transferred by either party hereto without the consent of the other. Any dispute arising out of this Agreement shall be substituted to binding arbitration in accordance with California rules and procedures. Such arbitration shall be conducted in Sonoma County, California.

Agreed to and accepted by as of the date of this Agreement:

Mare Owner:_____ Stallion Owner:_____