

**Famous Lane Farm, LLC**  
**654 Riata Road**  
**Tularosa, New Mexico 88352**  
**Phone: 801-641-4747 Fax: 575-585-3696**

Mare owner agrees to breed The Mare \_\_\_\_\_, Registration # \_\_\_\_\_ to The Stallion \_\_\_\_\_ for the 2008 Breeding Season for a Stallion Fee of \_\_\_\_\_ plus all other applicable fees. A non-refundable booking fee of \_\_\_\_\_, will be applied to the total breeding fee and is to be paid for reserving the Stallion for the current breeding season only. The Mare Owner or any individual executing this Agreement agrees to pay Famous Lane Farm, LLC, (1) the Booking Fee (2) The Stallion Service Fee (3) a Semen Handling Fee and (4) all costs and expenses incurred by Famous Lane Farm, LLC or the Stallions Owner (including attorney's fees) in connection with the enforcement of this Agreement. The foregoing amounts must be paid and received by the manager prior to the shipment of the semen. All other charges will be invoiced and payable on a monthly basis. All invoiced amounts which are unpaid after thirty (30) days will bear interest at the rate of eighteen percent (18%) per annum. The Mare Owner hereby grants that Famous Lane Farm, LLC and the Stallion Owner will be entitled to claim and enforce a lien and security interest covering the Mare, and offspring of the Mare and all registration papers and documents relating thereto until all charges hereunder are paid in full. A photocopy of the Agreement may be filed to perfect such security interest under the Uniform Commercial Code. **IN NO EVENT WILL COOLED SEMEN BE SHIPPED UNLESS ALL CHARGES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL.**

Famous Lane Farm LLC's sole obligation under this Breeding Contract is to use reasonable efforts to ship, on Famous Lane Farm, LLC's regularly scheduled breeding days, sufficient semen for one (1) breeding upon request. Requests must be made prior to 10:00 a.m. Mountain Standard Time on breeding days. The parties acknowledge that: a) Famous Lane Farm, LLC will prefer on-farm breeding over off-farm breeding and (b) the shipment and use of semen is subject to a number of conditions beyond the control of the parties, so the cooled semen may not be received when the Mare is ready to breed. Accordingly, the Mare Owner acknowledges that semen may not be shipped in compliance with the requests, received by the Mare Owner in the time period or condition necessary to successfully breed the Mare or available when the Mare is ready to breed. The Mare Owner hereby disclaims and releases Famous Lane Farm, LLC and the Stallion Owner from all liability, damages, claims, causes of action or losses with respect to the breeding of the Mare, this Breeding Contract and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits).

Mare owner agrees that a qualified and experienced person in the use and handling of cooled semen will perform the insemination. Mare owner agrees to use all cooled semen provided by this agreement for the mare named in this agreement and no other. In the event of multiple embryo flushes, the Mare Owner must execute separate contracts for each Embryo Transfer. If embryo transfer results in multiple pregnancies, then the Mare Owner must pay the Stallion Service Fee for **EACH** pregnancy.

Should the mare abort or not have a live foal to stand and nurse, this mare will have a return privilege for the next ensuing breeding season only provided notification of such an event is received within ten (10) days of the occurrence, and this agreement is fully paid. Mare Owner will be entitled to re-breed the Mare to the Stallion during the following Breeding Season only and may at the discretion of Famous Lane Farm, LLC be required to bring the mare to Famous Lane Farm, LLC for such re-breed. In no event shall any stud fee be refunded.

Famous Lane Farm, LLC will issue a cooled semen service certificate on the request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other Mare. Any Attempted assignment or substitution without prior written consent by Famous Lane Farm, LLC will terminate this Agreement and release the Stallion Owner and Famous Lane Farm, LLC from all obligations hereunder.

No warranty or guarantee, express or implied, is given with respect to the cooled semen. No guarantee of delivery within a certain time period or that the cooled semen will safely reach the insemination point without losing integrity, quality or characteristics is given.

It is further agreed: (a) at the option of the Stallion Owner, if the Stallion dies, is sold, is transferred or becomes incapable of servicing mares, this Agreement will become null and void, the Stallion Fee (less the Booking Fee) will be refunded and the parties to this Agreement will be released from any further liability; (b) the cooled semen will not be shipped until a completed copy of this Agreement has been received and approved by Famous Lane Farm, LLC; (c) all notices hereunder will be effective when received by the party to whom sent, in writing and served by regular mail, postage prepaid, at the addresses set forth in this Agreement; (d) this instrument constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (e) this Agreement cannot be amended except in writing and executed by the parties hereto; (f) the person executing this Agreement is fully authorized to execute this Agreement on behalf of the Mare, Owner, and (g) Famous Lane Farm, LLC acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as Famous Lane Farm, LLC is designated as the manager for the care and breeding of the Stallion.

Approved By:

\_\_\_\_\_  
Famous Lane Farm, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Registered Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number