

FROZEN SEMEN PURCHASE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2009,
by and between Gemini Ranch, hereinafter designated "Stallion Agent" and
_____, hereinafter designated "Mare Owner",
(Address and telephone number)

WHEREAS:

1. This is for frozen semen for Odyssey SC registration #566330
2. Stallion Agent Listed above is the recorded Agent of the Stallion.
3. Mare Owner is either the owner or the Lessee of the following mare:

Name of Mare

Registration Number

4. Mare Owner desires to purchase a breeding via frozen semen to the above listed stallion using frozen shipped semen for artificial insemination for the purpose of producing a live foal.
5. Mare Owner will receive the equivalent of two (2) breedings reduced into frozen semen straws.

NOW THEREFORE, the parties agree to the following terms and conditions:

1. The frozen semen purchase price is \$3500.00 and includes a non-refundable booking fee of \$1000.00. This contract must be signed and the balance of the frozen semen purchase price of \$2500.00 **must be paid** before frozen semen is shipped. This breeding is for the 2010 breeding season only. If paid in full this breeding year, Mare Owner has the option of carrying it over to subsequent years.
2. The \$3500 fee will include all shipping & handling fees in conjunction with sending the frozen semen to the Mare Owner. The Mare Owner will be responsible to pay the cost of

shipping the container back to the Stallion Agent and insuring it for \$1000 U.S. (the replacement cost of the container). Mare Owner will be responsible to pay any and all applicable taxes and fees assessed in their country for the frozen semen.

3. Stallion Agent shall be permitted to withhold any certificates, forms or consents required in connection with the registration of foals by Mare Owner until all fees are paid in full.
4. The term of this contract is one breeding season. Mare Owner agrees to give Stallion Agent ample opportunity to settle mare. If mare does not settle in the first breeding season, this contract will be extended for one subsequent season. There will be a rebreeding charge of \$500 for the second season, with all provisions/charges of this Agreement pertaining to that second season. The Mare Owner will also be responsible for the shipping & handling fees and all of these fees must be paid in full before frozen semen is shipped. If a mare fails to settle after two seasons, for any reason, Mare Owner will hold Stallion Agent blameless.
5. This contract contains a Live Foal Guarantee. A live foal is described as a newborn foal that stands and nurses without assistance, and survives the first 72 hours. If foal dies within the 72 hours, or is born dead, and a Veterinarian's statement is received within 10 days of foaling confirming death, the mare may be re-bred the following season with no additional frozen semen purchase fee, subject to the provisions/charges of this Agreement. The Mare Owner will only have to pay the standard shipping & handling fee charged for the shipment of frozen semen.
7. The frozen semen purchase fee under this contract is fully earned after two breeding seasons. The frozen semen purchase fee is nonrefundable. If the mare dies or becomes unfit to breed, the Stallion Agent will accept a replacement mare for the balance of the terms of this contract.
8. This agreement is for the production of one live foal. If the mare produces more than one live foal by natural or artificial means, the Mare Owner agrees to pay for the purchase of additional breedings for each foal produced upon those mares being checking in foal.
9. This agreement is personal to the Mare Owner and is not transferable without the prior written consent of the Stallion Agent. In the event the Stallion Agent consents to the transfer, the Mare Owner may be required to pay a transfer fee in the amount of \$500.00 to the Stallion Agent.

10. All disputes arising out of this Agreement shall be governed by binding arbitration, to be conducted in the State of Florida in the County of Hillsborough. All parties to the dispute shall mutually agree upon the Arbitrator, and all costs associated with the Arbitration shall be equally divided among the parties to the dispute.
11. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract.

When Mare Owner and Stallion Agent have signed this contract, it will be binding on both parties, subject to the above terms and conditions.

STALLION AGENT

MARE OWNER

Signature

Signature

Date

Date