

KEY STALLION STATION, LLC MARE SERVICES AGREEMENT 2012 BREEDING SEASON

Stallion Name: _____
Stallion Stud Fee: _____ (IN US FUNDS ONLY)

Stallion Owner Name: _____
Stallion Owner Address: _____

Phone Number: _____ Home
_____ Cell

Email Address: _____

MARE OWNER INFORMATION:

Owner: _____

Owner Address: _____

Phone Number: _____ Home
_____ Cell

Email Address: _____

Agent: _____

Phone Number: _____ Home
_____ Cell

<u>Office Use Only</u>	
_____	Copy Of Reg. Papers
_____	Mare Vaccinated
_____	Mare Wormed
_____	Culture
_____	Booking Fee Paid
_____	Stud Fee Paid
_____	Stud Fee Mailed
_____	CC Ran
_____	MCM Paid
_____	Vet Fee Paid/Rec
_____	MCM II Paid
_____	Vet Fee Paid/Rec
_____	Cont. Return
_____	Cont. Ret. Billed
_____	Attachment
_____	2A
_____	2B

In Case of an emergency please provide us with a secondary contact name and number of a person that can authorize veterinary medical or surgical treatment.

Name: _____ Phone: _____ Home _____ Cell _____

This horse is/is not, considered a surgical candidate in the event, of colic or serious illness/accident. (_____ IS) (_____ IS NOT)

MARE INFORMATION: (A copy of registration papers must be received by KSS before mare can be inseminated)

Registered Name: _____

Barn Name: _____

Breed: _____ Age: _____

Registration Number: _____ Color: _____

Insurance Agency: _____

Type of Insurance: _____

Contact Phone, Etc: _____ Home
_____ Cell

MARE SERVICES:

_____ AI on site/Stallion: _____

_____ AI with Shipped Cooled Semen

_____ AI with Frozen Semen

_____ Foaling (see attachment 2B)

_____ Embryo Transfer (Please Fill Out) (see attachment 2A)

#1 Recipient Mare Barn Name: _____ Collar No: _____ Collar Color: _____

#2 Recipient Mare Barn Name: _____ Collar No: _____ Collar Color: _____

RECEIVED SEMEN PLEASE FILL OUT

Facility Standing At: _____

Address: _____

Contact Person: _____

Phone Number: _____ Home
_____ Cell

Email Address: _____

Collection Days: _____

FEE SCHEDULE

BOARD KSS (please check services wanted)

- _____ Mare without foal **\$16.00/per day**
- _____ Mare with foal **\$18.00/per day**
- _____ Mare owner provides feed **\$10.00/per day**

*We are encouraging mare owners this year to bring their own hay (with marked tarp) and supplements (in sealed marked container) to help cut costs due to the increase in hay prices.

*The standard diet at KSS is grass and/or alfalfa hay and plain grain.

_____ **Mare Cycle Management/Stallion on Site..... \$350.00**

This fee includes management, ultrasounds (plus (2) two pregnancy examinations at day 14-16 and day 25-45), collection, and inseminations for (1) one cycle. If mare fails to conceive second cycle fee is **\$300.00**. Third cycle no mare management fee, other fee's still apply.

_____ **Mare Cycle Management/Received Semen Cooled or Frozen.... \$400.00**

This fee includes management, arrangements for semen to be shipped, insemination with analysis, packaging semen container and return via FedEx or UPS (actual cost of shipping will be billed to mare owner) and ultrasounds (plus (2) two pregnancy examinations at day 14-16 and day 25-35) if mare fails to conceive subsequent cycle will be **\$350.00**.

_____ **Mare Cycle Management/Stallion In House..... \$ 200.00/per cycle**

(Gallo Simpatico, Kingsgold Buz Boy, Pure Color, and Take Me Some Cash)

*This fee includes daily teasing of Mare, semen collection and insemination every other day, starting at day three (3) of heat cycle, continuing till mare goes out of heat. Mares must not be in a transitional heat cycle (first heat cycle of the year). This fee does not include any ultrasounds. If mare fails to become pregnant after two (2) cycles, mare owner must have mare ultra-sounded on third cycle. You may use our veterinary or one of your choices.

_____ **Semen Collection/Stallion on Site..... \$150.00**

*This fee covers collection, processing and packaging in Equine Express II shipping container. To be picked up by Mare Owner/Agent. Additional collections will be billed at the quoted rate.

*Mare Cycle Management fee does not include hormones/drugs or uterine treatments.

*Received cooled/frozen semen mare owner is responsible for any costs related to semen used for mare and charges incurred in shipment of semen and return freight charges on semen container.

*All mares with received cooled/frozen semen will receive sucromate to insure ovulation.

_____ (Please Initial) all ultrasounds will be performed by a licensed veterinarian. Mare owner is aware of and accepts the inherent risk associated with rectal palpation/ultrasounds and assumes all responsibility.

HORMONE/DRUG TREATMENTS

- Prostaglandin Injection.....\$ 10.00
- Progesterone Regumate oral 10cc..... \$ 7.00
- Compounded Injection 10 day.....\$ 30.00
- Human Chorionic Gonadotropin (hCG) Injection....\$ 20.00
- Sucromate Injection.....\$ 47.00
- Excede Injection (Foal 2cc)..... \$ 10.00
- Eqstim (Immurostimulation) 2 Injections.....\$ 70.00
- Oxytocin Injection.....\$ 9.00
- TWIN REDUCTION** \$ 40.00
- CASLICKS SURGERY**..... \$ 60.00

FARRIER SERVICES

- Trim.....\$ 50.00
- Shoeing (basic).....\$ 125.00
- Shoeing (fronts only).....\$ 90.00 w/hind trim (\$70 w/o hind trim)
- Shoeing (with pads).....\$105.00 plus packing (\$5-\$15 depending on kind of packing used)
- Shoeing (with clogs).....\$ 40.00 plus packing (\$5-\$15 depending on kind of packing used)

UTERINE TREATMENTS

- Uterine Lavage.....\$ 40.00
- Intrauterine Antibiotics.....\$ 45.00
- Uterine Culture and Sensitivity.....\$ 75.00
- Uterine Biopsy.....\$ 80.00

VACCINATIONS

- 5 Way \$ 30.00
- 5 Way/West Nile..... \$ 45.00
- West Nile..... \$ 20.00
- Rabies..... \$ 10.00
- Worming.....\$ 15.00 (Zimectrin Gold)
- Coggins Test..... \$ 30.00
- Health Certificate.....\$ 30.00
- Teeth Float..... \$ 90.00

ALL PRICES ON HORMONES/DRUGS ARE SUBJECT TO CHANGE/ DUE TO UNFORSEEN PRICE INCREASES.

TERMS AND CONDITIONS

This agreement is entered into this _____ day of _____, 2012, by and between Key Stallion Station (hereafter referred to as **KSS**), and the Mare Owner and Stallion Owner identified on p.1. above. **KSS** agrees to provide services selected on p.2 (p. 2A/p.2B) for the Mare(s) identified on p.1. above.

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the Mare/Foal/Recipient mare(s) or if not the owner, then has actual authority to act as Owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding the animal(s) and its veterinary care. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless **KSS** from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Stallion or Mare/Foal/Recipient mare(s) Owner shall be deemed binding upon the person signing this Contract and the owner of the Stallion or Mare/Foal/Recipient mare(s) (hereinafter, individually and collectively referred to as the Stallion or Mare Owner).
2. Mare Owner/Agent agrees that during the period **KSS** is in possession of the Mare/Foal/Recipient mare(s), good equine practice may suggest and/or require the Mare/Foal/Recipient mare(s) be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Mare/Foal/Recipient mare(s) Owner hereby grants to **KSS** the right and authority, based upon its independent judgment, to administer routine preventative medicine. **KSS** will notify Mare/Foal/Recipient mare(s) Owner /Agent of such treatment. The Mare/Foal/Recipient mare(s) Owner/Agent shall pay/reimburse **KSS** for the cost thereof upon invoice as set forth in section 5 below.
3. The Mare/Foal/Recipient mare(s) Owner hereby releases and shall indemnify and hold **KSS** harmless from any claim, demand or loss arising from any disease, injury or death to the Mare/Foal/or recipient mare(s) and/or in utero foal arising out of any undertaking by **KSS** under the terms of this provision. Further, Mare/Foal/Recipient mare(s) Owner shall exonerate, protect, indemnify, defend, and hold harmless **KSS**, and its Lessor(s) of the mare(s) from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of Mare/Foal/Recipient mare(s) Owner, or of any person while mare(s)/foal/recipient mare(s) under Mare/Foal/Recipient mare(s) Owner's possession or control, whether caused by the sole negligent acts or omissions of Lessee or by the concurrent negligent acts or omissions of Lessee), arising out of or attributed, directly or indirectly, to the use, possession, transportation, (delivery and pick up by **KSS** or Lessor), conditions, or storage of the Mare/Foal/Recipient mare(s) irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of **KSS** and **KSS's** Lessor. **WARNING:** Under Colorado 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, pursuant to section 13-21-119, Colorado Revised Statutes.
4. **FOR MARE OWNERS BREEDING TO STALLIONS STANDING AT KSS.**
 - a. The Stallion fee includes a non-refundable booking fee of \$_____ in US funds, payable upon execution of this contract. Upon payment of booking fee and complete contract, **KSS** does hereby reserve on season's booking to the said stallion for the said mare. Said booking fee will be applied towards the breeding fee.
 - b. The stud fee \$_____ (in US funds) does not include any other services. All mare (and foal) related treatment or services provided at **KSS** will be billed separately and are in addition to the stud fee and will be paid by Mare Owner/Agent. **KSS** may examine, inseminate and treat the mare for breeding condition or disease once notification of such treatment has been made to Mare Owner/Agent.
 - c. Upon arrival, the mare(s) must be halter broke, accompanied by a current health certificate and a current negative Coggins test. The mare(s) must also be current on Tetanus, Influenza, Eastern & Western Equine Encephalitis, Rhinopneumonitis, Rabies and West Nile vaccinations. Dry mares must have a current negative uterine culture prior to breeding. Unruly mares will be returned to Mare Owner/Agent.
 - d. A non-refundable boarding fee will be assessed to Mare Owner/Agent by **KSS** for each day the mare(s) (and foal) are at **KSS**, excluding the date of arrival.
 - e. **KSS** reserves the right to refuse service to any mare(s)/foal which appears to be diseased or which is unfit for breeding in the opinion of **KSS**.
 - f. This contract contains a "Live Foal Guarantee". If foal dies within 24 hours or is stillborn, return privileges for the 2013 season apply only if the Stallion Owner is notified within ten (10) days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort or proven barren, after leaving the **KSS** premises, Mare Owner had the privilege to return mare for breeding during the current breeding season Feb 1 through July 31, 2012 or the following year 2013. The fees on page 2 will be **applicable**. A substitute mare can be returned for breeding in the years 2012 or 2013 by mutual consent of Mare and Stallion Owner. Upon payment for stallion service and completed contract mare owner that fails to bring said mare to breeding facility during the designated breeding season will have return privileges for the 2013 season. All fees on page 2 will be applicable. Embryo Transfer mare owner refer to p.2A for warrant/guarantee.

- g. Should the stallion die or otherwise become unfit for breeding prior to service, mare owner has the option of using frozen semen from stallion identified on pg.1. Or the services of another equally valued breeding stallion at **KSS** or render this contract null and void.
 - h. A Registration Application (if applicable) will be issued for the foal, conceived during this mating, when stallion fee and all other expenses have been paid in full, and when mare has either, at Breeder's option, been (a) pronounced safe in foal, or, (b) has produced a live foal by this mating. Please contact the stallion owner to issue your registration application.
5. Mare/Foal/Recipient mare(s) Owner agrees to pay all charges in full before removing the mare/foal and/or pregnant recipient mare(s), and/or every 30 days upon invoices, whichever comes first. At least 2 day notice must be given prior to departure of the mare/foal, and/or pregnant recipient mare(s) to allow preparation of required paperwork. The Mare/Foal Owner/Agent is required to make transportation arrangements for mare, foal, and/or pregnant recipients between the hours of 8 am to 5 pm Monday through Friday, unless previous arrangements have been made well in advance. Mares must be removed from **KSS** by August 15, 2012.
 6. **Mare/Foal and/or pregnant recipients will not be released if insufficient notice is given or the bill is not paid prior to departure.**
 7. All invoices balances are payable when invoiced. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 4.0% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Key Stallion Station reserves the right to refuse or suspend service when any of the Mare Owner's accounts with **KSS** is past due. The Mare Owner agrees to pay all costs and reasonable attorney fees incurred by **KSS** in attempting to collect any outstanding balance. The Mare Owner acknowledges lien rights of **KSS** pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to **KSS** for purposes of securing payment on Mare/Foal/Recipient mare(s) Owner's account(s). Further, the Mare/Foal/Recipient mare(s) Owner hereby agrees that **KSS** may deem any mare/foal in its possession abandoned if any amounts due are not paid after two invoices, and **KSS** may take possession and sell or dispose of any Mare/Foal/Recipient mare(s) as it deems desirable, with the proceeds, if any, being retained by **KSS**.
 8. Mare/Foal Owner is responsible for any insurance desired on the Mare/Foal and/or Recipient mare(s). **KSS** does not provide insurance.
 9. Mare Owner is responsible for parentage testing of any foal.
 10. Stallion/Mare/Frozen Semen Owner is responsible for a Breed Registry rules and regulations including, but not limited to, brand inspections required by law. Stallion/Mare/Frozen Semen Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by **KSS**.
 11. If at any time **KSS** determines, in its sole judgment and discretion, that the Mare/Foal or any Recipient mare(s) needs to be transferred to the Veterinary Hospital for medical or surgical treatment, the Mare/Foal and/or Recipient mare(s) Owner/Agent is responsible for all charges. These charges are to be billed separately by the Veterinary Hospital and must be paid in full before the animal can be returned back to **KSS**. **KSS** will make reasonable efforts to contact Mare/Foal/Recipient mare(s) Owner/Agent in the event that such transfer is required; however, if Mare/Foal, and/or Recipient mare(s) Owner/Agent cannot be immediately reached, Mare/Foal/Recipient mare(s) Owner/Agent hereby authorizes **KSS** to initiate such transfer, care and treatment.
 12. This contract is non-transferable. If the Mare/Foal and/or Recipient mare(s) is sold, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of the State of Colorado.
 13. Each party agrees to comply with all applicable federal, state and local laws, codes regulations, rules, and orders. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in and for the City of Pueblo and County of Pueblo, Colorado. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Mare/Foal, and/or Recipient mare(s) Owner hereby authorizes and appoints **KSS** to execute any required documents on Mare/Foal, and/or Recipient mare(s) Owner's behalf.
 14. Mare/Foal, and/or Recipient mare(s) Owner will be considered in default of its obligations under this Contract if Mare/Foal, and/or Recipient mare(s) Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after **KSS** gives Mare/Foal, and/or Recipient mare(s) Owner written notice thereof. In the event of default by Mare/Foal, and/or Recipient mare(s) Owner, **KSS** may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall lie exclusively in the District Court in and for the County of Pueblo, State of Colorado.
 15. This Contract constitutes the entire Contract between the parties and supersedes any previous contracts, understandings, or Contracts of the parties, whether oral or written, concerning the subject matter of this Contract.
No services other than those expressly stated in this Contract will be provided by **KSS** without an express, written and signed amendment to this Contract. This contract (Does) (Does not) have an amendment.

In the event, the Mare/Foal/Recipient mare(s) needs to be transferred to the Veterinary Hospital (VH) for emergency medical or surgical treatment **KSS** will make every attempt to contact the Owner/Agent or the authorized emergency contact. If contact attempts are unsuccessful, I _____ authorize **Key Stallion Station, LLC** to act as temporary agent on my behalf. I also authorize any medical and/or financial information from the VH be released to **KSS**.

Mare/Foal/Recipient mare(s) Owner/Agent _____ Date: _____

IN WITNESS WHEREOF the Parties have executed this Contract as of the day and year set forth first above.

Signature of Mare/Foal/Recipient Mare(s) Owner/Agent

Print Name

Address of Mare/Foal/Recipient Mare(s) Owner/Agent

City, State

Zip Code

Phone number of Mare/Foal/Recipient Mare(s) Owner/Agent

Fax Number:

Email Address:

Breeding Facility accept payments by (check payment type): ___check ___money order ___Visa ___Master Card ___Discover Card

Credit Card Number: _____ - _____ - _____ - _____ Expiration Date: ____/____

Cardholder's Signature _____ Authorization Code (last three numbers from back of card) _____

Credit card charges will be charged a processing fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks

Thank You for choosing Key Stallion Station, LLC. We look forward to working with you and your mare!

