



RODDIN REAL VENTURE

Stallion Service On-Site Agreement and Liability Release/LCFG

This contract is for the breeding season of _____ through _____ 20_____ is made and entered into on this day _____ of _____, 20_____ by and between Roddin Real Venture hereinafter designated Breeder, and Key Stallion Station, LLC, hereinafter designated as Breeding Facility, and _____ hereinafter designated, Mare Owner.

Mare Owner agrees to breed the mare _____ breed _____ Registration number _____

Breeder agrees to breed the stallion RODDIN REAL, APHA # 00709637, for the fee of \$500.00 dollars in U.S. Funds, for a live color foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$100.00 in U.S. funds, payable upon execution of this contract. Upon payment of booking fee and completed contract, Breeder does hereby reserve one season's booking to the said stallion for the said mare. Said booking fee will be applied toward the breeding fee. The balance of this fee must be paid in full, with all other expenses when the above mare is picked up or when Mare Owner is invoiced, whichever comes first. Invoices are payable upon receipt. Mare Owner may not remove mare from Breeding Facility's possession until all expenses are paid in full. Mare Owner will give Breeding Facility 48 hours notice before removing mares so an invoice can be prepared.

2. Breeding Facility will provide suitable facilities for the care and feed of mare and/or foal while at facility. Mare Owner has inspected Breeding Facility and agrees they are adequate. Mare Owner agrees to pay for care and feed at \$12.00 per day for dry mares; \$14.00 per day for wet mares.

3. A \$_____ dollar ultrasound fee per cycle will be charged by veterinarian. This includes all ultrasounds and two pregnancy checks for one estrous cycle. This fee includes veterinarian trip charges to Breeding Facility. Additional, non routine therapy deemed necessary for proper breeding management of the mare (i.e. intrauterine antibiotic treatments; caslick's procedure; oxytocin or prostaglandin therapy; or administering progesterone to enhance pregnancy maintenance) are not included in ultrasound fee and will be billed separately.

4. All mares will be artificially inseminated. A \$_____ mare management fee will be charged by the Breeding Facility. This fee will cover collection, lab, handling and insemination services for two estrous cycles. If mare fails to conceive after two estrous cycles, each following cycle will be billed at \$75.00.

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 exceeding \$500.00 will be charged a service fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks

5. Mare owner shall allow Breeding Facility to have its veterinarian and/or staff check the mare for normal breeding conditions and to perform other reproductive services the Breeding Facility may deem necessary to ensure proper treatment. All ultrasounds will be performed by a licensed veterinarian.

Breeding Facility will exercise judgment consistent with recognized standards in the care and supervision of the mare and/or foal. Breeding Facility assumes responsibility for arranging veterinarian and farrier services as necessary and to administer medical care as deemed necessary for the health and safety of the mare and/or foal. Mare Owner will pay all veterinarian and farrier expenses. In the event of an emergency, Breeding Facility will attempt to contact Mare Owner, but if no contact can be made, Breeding Facility has sole and absolute discretion to contact a licensed veterinarian for emergency care for mare and/or foal at the Mare Owner's sole expense.

6. Said mare must be halter broke and reasonable to handle. Any vices must be disclosed to Breeding Facility.

7. The said mare shall be in a healthy condition, free from infectious, contagious, or transmissible diseases. A current negative Coggins Test dated within the previous twelve (12) months, a copy of registration papers, veterinarian's health certificate, including results of recent uterine culture, plus worming and immunization records indicating current vaccination for equine influenza, strangles, tetanus, sleeping sickness, rhinopneumonitis, and west Nile must accompany mare. If records are not provided mare will be vaccinated and or wormed shortly after arrival at owner's expense. Breeding Facility reserves the right to refuse mare if not in satisfactory condition.

8. Breeding Facility agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeding Facility and Breeder blameless. Mare Owner agrees to give Breeding Facility ample opportunity to settle mare.

9. This contract contains a "Live Color Foal Guarantee." If foal dies within 24 hours or is stillborn, return privileges for the 2008-2009 season apply only if Breeder 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 prove barren, after leaving the Breeding Facility premises, Mare Owner has the privilege to return mare for breeding during the current breeding season _____ through _____, 20_____ or the following year 20_____. The mare management fee in paragraph 4 will be applicable. A substitute mare can be returned for breeding in the subsequent year 20_____ by mutual consent of Mare Owner and Breeder. The breeder also guarantees the foal from this contractual mating shall have sufficient white in conjunction with body color to be recognized as a pinto and/or meets the color requirements to be registered in the American Paint Horse Association (APHA) regular registry, providing said mare also meets APHA breed requirements. If under the APHA color requirements the breeding results in a breeding stock foal, Mare Owner has the privilege to return said mare for the 20_____ season only if the Breeder is notified within 30 days of foaling. A copy of the foal's APHA breeding stock papers must be sent to Breeder before return privileges are granted.

10. A "Live Color Foal Guarantee," applies only if said mare is checked in foal by a licensed veterinarian and confirmation is sent to Breeding Facility within **30 days** post breeding.

11. A "Breeders Certificate" 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.

12. All parties agree the Breeder, Breeding Facility, management, employees, agents, contractors and/or invitees are not liable for fire, death, theft, estray, sickness, disease and/or injury which may be suffered by the mare and/or foal(s) or any other cause of action whatsoever, arising out of, or connected in any way with, the boarding or breeding of said mare and/or foal(s) during the time the mare and/or foal(s) are in the custody of the Breeding Facility. Breeding Facility does not carry any insurance on any horse for boarding or for any other purposes. The mare and/or foal(s) which is subject of this Agreement is not covered under any public liability, accidental injury, theft or equine mortality insurance and all risks connected with the boarding and breeding which is the subject of this Agreement, while in the possession of and on the premises of the Breeding Facility shall be borne by the Mare Owner.

Mare Owner shall maintain at his/her own expense, insurance for injury to, death, loss or damage to their property occurring in or about the premises of Key Stallion Station for the term of this Agreement. Mare Owner must provide proof and coverage amount of such insurance.

Insurance Carrier: _____ Policy Number: _____

Insurance Contact for Emergencies: _____ Phone Number: _____

This horse is/is not considered a surgical candidate in the event of colic or serious illness/injury (check one) is is not

MARE OWNER MAY CHOOSE TO WAIVE such insurance and hold harmless, Breeding Facility, its management, agents, employees, contractors and/or invitees by act of his/her signature placed as follows:

Signature: _____ Printed Name: _____

13. It is further agreed that should the stallion die, be sold by the owner, or become unfit for services, prior to settling the mare, frozen semen from said stallion will be substituted for fresh or cooled semen. If the mare dies or becomes unfit to breed, the Breeder has the option to either, (a) accept another mare according to paragraphs 6 and 7 as a replacement, or (b) refund \$ _____ of the breeding fee, if it has been paid in full, thereby, canceling this contract.

14. This Contract is non-assignable and non-transferable, by the Mare Owner without prior written permission of the Breeder.

15. This Contact is entered into the State of Colorado and will be interpreted and enforced under the laws of the state. Any legal action must be brought in **El Paso County, Colorado Springs, Colorado** or

16. The parties to this contract mutually agree that any and all disputes arising in connections with this contract will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in **El Paso County, Colorado Springs, Colorado**.

17. This Contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional comments. If no additional comments, check here (____).

When Mare Owner, Breeder and Breeding Facility sign this Contract, it will then be binding on all parties, subject to the above terms and conditions.

Date

Date

Date

Breeder (or authorized agent) Signature

Breeding Facility Signature

Mare Owner (or authorized agent) Signature

11725 Peaceful Valley Road
Colorado Springs, Colorado 80925
(719) 382-5743

Key Stallion Station
Kathy Key-Manager
26826 US Highway 50 East
Pueblo, CO 81006-9799
(719) 544-2740 phone
(719) 544-1988 fax

Mare Owner Address

(_____) _____
Phone

(_____) _____
Fax

Email

Please make stallion fee checks payable to Roddin Real Venture

White Copy: Key Stallion Station
Yellow Copy: Stallion Owner
Pink Copy: Mare Owner