

CSU/ERL STALLION BREEDING AGREEMENT

2023

Today's date:	**Please include a copy of the mare's registration papers when returning this contact	
STALLION INFORMATION		
Registered Name: DOCS STYLISH MARTINI	Breed: QH	Registration No: 5752131
Stallion Owner: CSU ERL	DOB: 2016	Color: Sorrel
<input type="checkbox"/> Stallion Breeding Fee \$ 750.00 (includes booking fee) To CSU/ERL		
<input type="checkbox"/> Rebreed Fee \$ 350.00 To CSU/ERL		

Services

Cooled Transported Semen

On-Site AI Mare Breeding

MARE INFORMATION

Registered Name:	Breed:	Registration No:
Barn Name:	Color:	Age/DOB:
Please select one: <input type="checkbox"/> Carry Own <input type="checkbox"/> Embryo Transfer Donor		

MARE OWNER INFORMATION

Owner Name:	Email Address:		
Address:	City:	State:	Zip Code:
Primary Phone:	<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business	Agent Name:	
Secondary Phone:	<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business	Agent Phone:	
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:		
	Ph:		
Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> Email / Billing Email:			

SHIPPING INFORMATION

Ranch/Farm Name:	Contact Name:		
Address:	City:	State:	Zip Code:
Primary Ph:	Business Ph:	Mobile Ph:	
Email Address:	<input type="checkbox"/> Fed-Ex <input type="checkbox"/> UPS		
Nearest Airport:	Airport Code:		

Breeding Fee Guidelines:

Cooled Transported or Frozen Semen:

- Breeding season **2023 begins February 13 and concludes July 7**. Collection days for cooled semen are **Monday, Wednesday, Friday**. Semen must be requested by 4:00 pm MST the day prior to collection day and canceled/confirmed by 9:00 am MST day of collection. All frozen semen shipments require 24 hours-notice to fulfill shipment order.
- Breeding fee may include up to two breeding doses (one dose per cycle) of frozen semen for **frozen semen only breedings**. Additional container rental, shipping and frozen semen handling fee will apply.
- All shipping (Fed-Ex or UPS) or counter to counter shipments are billed separately as requested.
- All shipping fees must be paid the day semen is shipped.
- Mare owner is responsible for communicating all embryo development, transfer, vitrification and pregnancy information to CSU ERL after use of semen for ICSI and/or embryo transfer. Failure to provide results will result in loss of breeding privileges.

On-Site Mare Breeding:

- Mare Owner is responsible for all mare management related fees and \$305 stallion collection/processing fee for fresh dose of semen provided.

Page 2 does NOT apply to cooled/frozen shipped semen mares; please skip to page 3.

MARE HEALTH & MANAGEMENT

Prior to arrival at the CSU/ERL, we require horses to be vaccinated for the following diseases. Please note at least one of the following: 1) approximate date of last vaccination or 2) vaccines needed upon arrival or 3) vaccines you do not want given. **If no vaccination history is provided, animals will be vaccinated upon arrival at Owner's expense.** Please include most recent vaccination dates below:

Eastern & Western Equine Encephalitis	(Date)	FARRIER SERVICES Trimming or shoeing will be performed as needed or as requested. Please note any special instructions and/or contact phone numbers for a farrier to call for specific instructions. Farrier services will be billed directly by the farrier to the Mare Owner. Trim Full Shoe Half Shoe Other Last Farrier Date: _____ <input type="checkbox"/> _____ (initial here) I am requesting NO FARRIER services to be performed on my mare. Must be checked and initialed.
Tetanus	(Date)	
West Nile	(Date)	
Rhinopneumonitis	(Date)	
Influenza	(Date)	
Rabies (recommended)	(Date)	
Strangles (<i>Streptococcus equi.</i>) (optional)	(Date)	
Equine Viral Arteritis (optional)	(Date)	
Last Deworming (Type/Brand):	(Date)	
Current Negative Coggins (w/ in 12 mo.)	(Date)	

HEALTH & MANAGEMENT

Please provide the following information to help us manage your animal. We require disclosure of any medical conditions that could affect management of the animal before acceptance in this program.

Medical Problems:	Current Treatments:

FEED INSTRUCTIONS

Please provide quantities as measured in pounds (lbs). All forage and concentrate are weighed prior to each feeding. The standard diet at CSU/ERL is grass and/or alfalfa hay and a balanced concentrate.

Hay Type & Quantity (flakes):	Grain Type & Quantity (pounds):
Supplements & Quantity:	Special Instructions:

TERMS AND CONDITIONS

This agreement ("Contract") is entered into this _____ day of _____, 2023, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of the College of Veterinary Medicine and Biomedical Sciences, Equine Reproduction Laboratory (hereafter referred to as CSU/ERL), and the Mare Owner identified on p.1 above. CSU/ERL agrees to provide services selected on p.1 for the Mare 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, 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 and its veterinary care. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless CSU/ERL 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 Mare Owner shall be deemed binding upon the person signing this Contract and the owner of the Mare (hereinafter, individually and collectively referred to as the Mare Owner).
2. Mare Owner agrees that during the period CSU/ERL is in possession of the Mare and/or foal, good equine practice may suggest and/or require the Mare and/or foal be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Mare Owner hereby grants to CSU/ERL the right and authority, based upon its independent judgment, to administer routine preventative medicine and to have the Mare and/or foal trimmed or shod at any time by a farrier selected by CSU/ERL. The Mare Owner will be billed directly by farrier for all farrier services. The Mare Owner hereby releases and shall indemnify and hold CSU/ERL harmless from any claim, demand or loss arising from any disease, injury or death to the Mare and/or foal and/or *in utero* foal arising out of any undertaking by CSU/ERL under the terms of this Contract. Further, Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL, and Rocky Mountain Equine, LLC (RME), lessor of the recipient mare(s), from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorneys 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 Owner, or of any person while the recipient mare(s) are under Mare Owner's possession or control, whether caused by the sole negligent acts or omissions of Mare Owner or by the concurrent negligent acts or omissions of Mare Owner, arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERL or RME), condition, or housing of the Mare, 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 CSU/ERL and RME. **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.
 - a. Mare Owner hereby releases and shall indemnify and hold CSU/ERL harmless from any claim, demand or loss arising from transport or transport regulations. Mare Owner is responsible for knowledge and adherence to guidelines for intrastate, interstate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. CSU/ERL or RME does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL and RME from any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation.
3. **FOR MARE OWNERS BREEDING TO STALLIONS MANAGED BY CSU/ERL:**
 - a. Mare Owner agrees to pay a Stallion Breeding Fee (including \$500 booking fee). A \$500 booking fee (nonrefundable) is due upon signing and return of this Contract. The remaining Stallion Breeding Fee balance is due prior to first shipment of semen or breeding of Mare at CSU/ERL.
 - b. Mare Owner agrees to pre-pay initial cycle management and/or foaling management fee prior to start of service. This prepaid fee will be applied to client account as a credit.
 - c. **Frozen Semen Only** Stallion Breeding Fee will include up to four doses of frozen semen; (two doses per cycle). Dry shipper rental, frozen semen handling fee and all shipping fees are billed separately.
 - d. The Stallion Breeding Fee is for one live foal. A live foal is one that will stand alone and nurse within 24 hours after foaling without assistance. In the case that multiple embryos are produced and result in a pregnancy, an additional Stallion Breeding fee will be due. In the case of vitrified (frozen) embryos, an additional Stallion Breeding Fee will be due at vitrification per embryo.
 - e. Should the Mare not become pregnant, lose the pregnancy or should the foal die at birth, Mare Owner will send notice, signed by a licensed veterinarian within **ten** days of determination of same to the Stallion

- Manager and Stallion Owner. Mare Owner will be entitled to **rebreed** the mare **during the same breeding season or the following season only**. Mare Owner may substitute Mare upon approval of Stallion Manager and Stallion Owner. Mare Owner will be required to pay a rebreed fee indicated on fee schedule and any board, shipping, veterinary or other fees associated with the rebreed contract.
- f. Mare Owner agrees to provide current breed registration papers (front and back) for the Mare listed on this Contract. Mare Owner also agrees to notify Stallion Manager of the pregnancy status of the Mare by 60 days of gestation.
 - g. All mare (and foal) related treatment or services provided at CSU/ERL will be billed separately and are in addition to the breeding fee and will be paid by Mare Owner before Mare (and foal) leave CSU/ERL or every 30 days, whichever comes first. CSU/ERL may examine and treat the Mare or foal for breeding condition or disease once notification of such treatment has been made to Mare Owner.
 - h. Upon arrival, the Mare must be halter broke and safe to handle, accompanied by a current health certificate and a current negative Coggins test. The Mare must also be current on tetanus, influenza, sleeping sickness, rhinopneumonitis, and West Nile vaccinations. It is recommended that dry mares have a current negative uterine culture prior to breeding. Unruly or dangerous mares will be returned to Mare Owner at Mare Owner's expense and Stallion Breeding Fee and all board fees incurred shall be retained by CSU/ERL.
 - i. Breeding season **2023 begins February 13 and concludes July 7**. Collection days for cooled semen are **Monday, Wednesday, Friday**. Semen must be requested by 4:00 pm MST the day prior to collection day and canceled/confirmed by 9:00 am MST day of collection. All frozen semen shipments require 24 hours-notice to fulfill shipment order. Same-day shipment requests are not guaranteed. Preference for semen will be given to mares at CSU/ERL.
 - j. CSU/ERL will follow standard laboratory procedures for processing semen for cooled and frozen semen. CSU/ERL does not guarantee the number of sperm cooled/frozen, quality or fertility of cooled/frozen semen.
 - k. **Every attempt will be taken to deliver cooled/frozen semen to Mare Owner in good condition, however once the shipment leaves CSU/ERL, CSU/ERL cannot be held responsible for delayed arrival or condition of cooled/frozen semen upon arrival to Mare Owner.**
 - l. A non-refundable boarding fee will be assessed to Mare Owner by ERL for each day the Mare (and foal) is at CSU/ERL. Boarding fee will be paid before the Mare (and foal) leaves CSU/ERL or every 30 days, whichever comes first. See Fee Schedule attached hereto.
 - m. CSU/ERL reserves the right to refuse service to any mare which appears to be diseased or which is unfit for breeding in the opinion of CSU/ERL.
 - n. CSU/ERL shall make every effort to breed the Mare at an appropriate time.
4. Mare Owner agrees to pay **all charges in full** before removing the Mare and/or foal. Mare and/or foal will not be released if insufficient notice is given or the bill is not paid prior to departure. At least one-week notice must be given prior to departure of the Mare and/or foal to allow preparation of required paperwork. The Mare Owner is required to make transportation arrangements for the Mare between the hours of 7:30 am to 4:30 pm Monday through Friday, unless previous arrangements have been made well in advance.
 5. All invoice balances are payable within 30 days of monthly or final invoice. **AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED.** CSU reserves the right to refuse or suspend service when any of the Mare Owner's accounts with CSU is past due. The Mare Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. **The Mare Owner acknowledges lien rights of CSU pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to CSU/ERL for purposes of securing payment on Mare Owner's account(s).** When invoices are not paid to CSU/ERL through six billing cycles, a certified letter will be sent to Owner requesting amounts due. Regardless of whether the Owner accepts and confirms receipt of the certified letter, if the account is not paid in full within thirty days from the date of the letter, CSU may deem any horse or semen in its possession abandoned and sell or dispose of it as deemed desirable by CSU, with the proceeds, if any, being retained by CSU.
 6. Mare Owner is responsible for **obtaining and paying for any insurance** desired on the Mare and/or foal and/or *in utero* foal. CSU/ERL does not provide insurance.
 7. Mare Owner is responsible for **parentage testing** of any foal.
 8. Mare Owner is responsible for all **Breed Registry rules and regulations** including, but not limited to, brand inspections required by law. Mare Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERL.
 9. If at any time CSU/ERL determines, in its sole judgment and discretion, that the Mare and/or foal needs to be

transferred to the Johnson Family Equine Hospital (JFEH) at the CSU Veterinary Teaching Hospital (VTH) for medical or surgical treatment, the Mare/Foal Owner is responsible for all charges. These charges will be invoiced separately by the JFEH/VTH and must be paid in full before the animal can be returned back to the Equine Reproduction Laboratory. CSU/ERL will make reasonable efforts to contact Mare/Foal Owner in the event that such transfer is required; however, if Mare Owner cannot be immediately reached, Mare/Foal Owner hereby authorizes CSU/ERL to initiate such transfer, care and treatment.

10. This **Contract is non-transferable**. If the Mare 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.
11. CSU/ERL reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 10 days' notice to Mare Owner. This can include behavioral and safety concerns related to Mare and/or foal while in the care of CSU/ERL. Mare must be halter broke; meaning caught in a stall with reasonable effort and able to lead safely from stall to palpation stocks and in general terms be safe to work around. There will be no refunds on services provided PRIOR TO this Contact if terminated by either Party.
12. 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 Fort Collins and County of Larimer, 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 Owner hereby authorizes and appoints CSU/ERL to execute any required documents on Mare Owner's behalf.
13. Mare Owner will be **considered in default** of its obligations under this Contract if Mare Owner fails to remit any payment within 30 days after invoice or otherwise fails to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after written notice. In the event of default, CSU/ERL 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 be in Larimer County District Court, State of Colorado.
14. This Contract **constitutes the entire understanding** between the parties and supersedes any previous contract or understandings, 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 CSU without an express, written and signed amendment to this Contract.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize CSU/ERL to act as temporary agent on my behalf pursuant to paragraph 11 above should the, Mare and/or foal require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the VTH to CSU/ERL.

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

Signature of Mare Owner/Agent Date

Board of Governors of the Colorado State University
System, acting by and through Colorado State University

Print Name

By: _____ Date _____
Manager, Business Operations, ERL

Address of Mare Owner/Agent

Equine Reproduction Laboratory
Colorado State University
1693 Campus Delivery
Fort Collins, CO 80523-1693
Ph: (970) 491-8626 Fax: (970) 491-7005
erl@colostate.edu

City, State Zip Code

Phone number of Mare Owner

E-mail address of Mare Owner/Agent

CSU STALLION BREEDING FEE SCHEDULE 2023

Stallion Breeding Fees (includes \$500 booking)	
Docs Stylish Martini	\$750; \$350 Rebreed Fee
Driftwood Sensation	\$1500 (frozen semen only)
Mr Junewood	\$1500 (frozen semen only)
Shipped Semen Stallion Services	
Cooled Semen Shipment <i>Includes Overnight Shipping & Disposable Container</i>	\$400
Cooled Semen Shipment – Same Day Airline <i>Includes courier fee, airline fee and disposable container</i>	\$600
Semen Processing for Fresh (On-site; Mare Services Contract)	\$305
Semen Processing for Fresh/Cooled Local Pick-Up	\$350
Shipped Frozen Semen Services	
Dry Shipper Rental Fee	\$100 /use
Frozen Semen Handling Fee	\$50 /request
Shipping (Frozen Semen)	\$250

Mare Management Services*	
Mare Management w/ Fresh or Cooled Semen, or Live Cover	\$405 /cycle
Mare Management w/ Frozen Semen	\$465 /cycle
Owner Recipient Mare Management	\$475 /cycle
Non-breeding Cycle Management	\$300 /cycle
Foaling Management (Jan 3 – July 1 only)	\$500
<p><i>Includes video surveillance, Foalart® monitoring, milk calcium screening, NI testing, and colostrum evaluation on the mare. Also included are post-foaling deworming (ivermectin), routine umbilical cord care, administration of one enema, and evaluation of passive antibody transfer in the newborn foal. Owner/Agent agrees to pay veterinary fees and charges associated with additional, non-routine therapy deemed necessary for proper management of the pregnant, foaling or postpartum mare (e.g. dystocia, oxytocin therapy, uterine lavage or other treatments for retained placenta, etc.) or the newborn foal (e.g. supplementation with additional colostrum and/or plasma, etc.). Mare & Foal clostridium prevention protocol highly recommended and additional.</i></p> <p>*See general mare service contract for additional pricing on uterine diagnostics, therapeutics, foaling, etc. All billed separately as needed.</p>	