

CSU/ERL GENERAL MARE SERVICES AGREEMENT

2023

Today's date:		**Please include a copy of the mare's registration papers when returning this contact			
MARE INFORMATION					
Registered Name:			Breed:		Registration No:
Barn Name:					Color:
Is Your Horse Insured? YES / NO	Insurance Agency & Contact No:	Type of Insurance:		Birth date/Age:	
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:					
SERVICES DESIRED					
<input type="checkbox"/> Mare Breeding w/ fresh or shipped cooled semen <input type="checkbox"/> Mare Breeding w/ frozen semen Services Desired: <input type="checkbox"/> Owner Provided Recipient Mare Management <input type="checkbox"/> Mare Foaling Management (Jan 3 - June 15)					
Foaling Information:		In foal to:		Due Date or LBD:	
		Breeding Facility:			
Board & Care:		Daily Mare Board \$ 30 /day Wet Mare Board (w/ breeding plan) \$32 /day Wet Mare Board (w/o breeding plan*) \$38 /day (*Wet mare board rate will be increased beginning 7 days post foaling for any mare NOT being bred in the current breeding season.)			
STALLION INFORMATION (Please tell us your stallion selection for breeding management)					
Stallion Name:			Contact for Stallion:		
Phone:					
Explanation of Services: In-house management of mare services includes transrectal palpation, ultrasonography, insemination, and administration of one medication to induce ovulation, for one estrous cycle. Includes all transrectal palpations and ultrasounds from the first examination through day 14 & 25 pregnancy exams. This does not include: Return shipment of the semen transport container or additional diagnostic techniques or therapeutic medications/procedures; additional pregnancy exams after day 25, on-site stallion semen collections. Owner recipient mare management includes prostaglandin treatment (if needed for synchronization), transrectal palpation, ultrasonography, ovulatory hormone administration to induce ovulation and the initial pregnancy exams at day 14 & 25. Billed per cycle.					

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. Prepayment will be required. 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. <i>Must be checked and initialed.</i>
Tetanus	(Date)	
Influenza	(Date)	
Rhinopneumonitis	(Date)	
West Nile	(Date)	
Rabies (recommended)	(Date)	
Current Negative Coggins (w/ in 12 mo.)	(Date)	
Last Deworming (Type/Brand):	(Date)	
Equine Viral Arteritis (optional)	(Date)	
Strangles (<i>Streptococcus equi.</i>) (optional)	(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.

Health Considerations & Treatments; Prior Foaling History

Medical Problems:	Current Treatments:
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FEED INSTRUCTIONS

Please provide quantities as measured in flakes. Concentrates are weighed prior to each feeding. The standard diet at CSU/ERL is grass 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 page 1 above. CSU/ERL agrees to breed the mare identified on page 1 by the method selected by the owner on page 1 to the stallion selected by the owner listed on page 1.

1. The person signing this Contract represents and warrants that he/she 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 Mare Owner represents that they are the lawful owner of any frozen semen used in procedures, and if not, the Mare Owner will provide CSU/ERL with contact information for the lawful owner. 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.
3. 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, the Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL, 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 the Mare Owner, 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), condition, or storage 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. **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 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 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.
4. Mare Owner agrees to complete and return signed contract along with initial cycle management or foaling management fee prior to start of service. This prepaid fee will be applied to client account as a credit.
5. Mare Owner is responsible for any costs related to semen used for the Mare. Mare Owner agrees to **pay all charges in full** before departure of the Mare and/or foal. See Fee Schedule attached hereto. Mares 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 advance notice must be given prior to departure of the mare 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.
6. 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. Colorado State University reserves the right to refuse or suspend service when any of the Mare Owner's accounts with CSU are 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).**
7. 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.
 8. Mare Owner is responsible for **parentage testing** of any foal.
 9. 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.
 10. 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 Stallion 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/Foal Owner cannot be immediately reached, Mare/Foal Owner hereby authorizes CSU/ERL to initiate such transfer, care and treatment.
 11. 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.
 12. 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.
 13. 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 this Contact is terminated by either Party.
 14. 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 Larimer County, 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.
 15. The Mare Owner will be **considered in default** of its obligations under this Contract if the 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 thereof. In the event of default by the Mare Owner, 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.
 16. 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.

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GENERAL MARE SERVICES FEE SCHEDULE 2023

Board/Care	
Daily Mare Board	\$30 /day
Wet Mare Board (mare + foal)	\$32 /day
Wet Mare Board (mare + foal)	\$38 /day* after day 7 w/o current breeding plan
<i>*Wet mare board rate will be increased beginning 7 days post foaling for any mare NOT being bred in the current breeding season.</i>	
Owner Recipient Board – Group Paddock	\$15.00/day

Mare Management Services** (Feb 1 – Aug 1 only)	
Mare Management w/ Fresh or Cooled Semen, or Live Cover	\$405 /cycle
Mare Management w/ Frozen Semen	\$465 /cycle
Mare Management via live cover	\$385 /cycle
Owner Recipient Mare Management	\$475 /cycle
Non-breeding Cycle Management	\$300 /cycle
Foaling Management (Jan 3 – June 15 only)	\$500

Includes video surveillance, Foalert® 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.

Mare Services * Procedures are included in mare management contract pricing		Foaling Services	
Ultrasound & Palpation*	\$70 /exam	Dystocia	\$Variable
Artificial Insemination*	\$75 /insemination	Induction of Labor	\$190
Prostaglandin *	\$21 /treatment	Retained Placenta	\$125
Ovulatory Hormones*	\$60	Colostrum (frozen-thawed, includes NG tube)	\$128 /unit
Oxytocin (per day)	\$15.50 /treatment	Seramune® Oral IgG (equine antibody product, includes NG tube)	\$150 /unit
Uterine Lavage: Level I	\$93 /treatment	Naso-gastric intubation (NG tube)	\$28
Uterine Lavage: Level II	\$103 /treatment	Plasma & Administration (includes catheter & administration set)	\$350 /liter
Uterine Culture & Sensitivity	\$75	Acetylcysteine enema (meconium impaction)	\$78
Uterine Cytology	\$45	Sodium phosphate enema (Fleet® or similar)	\$11
Uterine Biopsy	\$150	Pepto-Bismol™ or equivalent	\$6 /dose
Intrauterine Antibiotics	\$65 /treatment	Bio-Sponge™ or equivalent	\$18 /dose
Clostridium Treatment (Foal & Mare)	\$300	Equidone® (domperidone)	\$15 /dose (\$58 tube)
Frozen Semen Handling Fee	\$50 (arrival at ERL)	Additional IgG Test (1 st test is included)	\$33

**** Mare management pricing does not include fees for on-site stallion semen processing (\$305) or live cover fee (\$250)**

Miscellaneous Services	
Daily Treatment Fee	\$6/day (mare or foal; can vary on frequency of treatment)
Regumate Administration	\$6 /day
Progesterone Analysis	\$55
Brand Inspection	\$45
Coggins Test	\$40
Health Certificate	\$35 (Add'l horse on same certificate \$15)
Shipping – varies by service requested	\$TBD