

Stallion Service Contract

This contract certifies		, hereafter referred to as Mare	
Owner, has en	ngaged in one service to Original Co	owboy, AQHA #5,324,719 / The Original Cowboy, APHA	
#987,563 own	ned by Dakota Cotner, for the mare _		
Breed	Registration #	, for the 2024 breeding season (the breeding	
season shall b	egin March 1st and close May 31st	of the year covered by this contract) at a fee of \$1250.00	
(USD), which	includes a \$500 non-refundable be	ooking fee. Dakota Cotner, the owner and agent for the above	
named stallior	n, will herein be referred to as Stallio	on Owner.	

- 1. A non-refundable booking fee of \$500 is payable with this contract and the entire balance plus all unpaid expenses (including shipping charges) will be payable prior to shipment of semen. In the event breeding is purchased through a stallion auction or a donation, a \$500 non-refundable booking fee is applicable for all contracts and must be submitted no later than 30 days after end date of auction/donation.
- 2. The Mare Owner shall agree that the mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare certified by the attending veterinarian not to be, in their opinion, in sound breeding condition, shall not be bred. It is the Mare Owner's responsibility to verify health and breeding soundness of the mare. It is further agreed that should the above named mare die prior to foaling, the Mare Owner listed on this contract may substitute another mare, to be bred in the current or following season only, if it is agreed upon by both the Mare Owner and Stallion Owner. Pregnancy exam must be completed within 30 days of insemination and the Mare Owner is responsible for notifying the Breeder of the result in order for a Breeders Certificate to be filed.
- 3. The Mare Owner is encouraged to test their mare for any genetic diseases prior to breeding. Original Cowboy is N/N for HERDA, HYPP, GBED, PSSM, MH, OWLS and IMM.
- 4. The Stallion Owner agrees to diligently try and settle the above named mare, if however, the mare does not settle, the Stallion Owner shall be held harmless. Mare Owner agrees to assume responsibility for all facets of breeding the mare and agrees to use all semen provided by this agreement solely to breed the Mare named above. Any attempt to use any portion of any semen shipped to Mare Owner to breed any other mare shall automatically terminate all obligations of this agreement and result in forfeiture of all breeding fees, shipping fees, booking fees and the right to a breeder's certificate.
- 5. **Live Foal Guarantee:** A live foal is guaranteed under this contract. "Live Foal" means the foal shall stand and nurse. It is understood that if said mare did not get in foal from previous year's breeding efforts, aborts her foal or if the foal is stillborn, a rebreed will be guaranteed the <u>year immediately following the initial contract breeding season</u>, providing proper notification is given. Mare Owner certifies that abortion or death did not result from any act or omission of the Mare Owner. There is no LFG Rebreed Fee for those contracts directly through the Stallion Owner in the immediate year, but a Rebreed Contract must be submitted.
 - a. **Breedings purchased through a Stallion Service Auction that do not result in a live foal require a
 \$500 rebreed booking fee prior to shipment and are only offered the year immediately following
 the initial contract breeding season.
- 6. **Color Guarantee**: If the resulting foal is not eligible for regular APHA registry when bred to a Registered APHA-only mare, the mare may be rebred in the current season only, provided a color guarantee rebreed/booking fee of **\$625** is paid. It is encouraged to test foals for both the Sabino and W32 color genes in addition to the APHA Panel.
- 7. **Sale of Mare**: This contract is only between the Breeder and Mare Owner as listed on this contract. If the mare is sold, all aspects of this contract are made void including the Live Foal Guarantee. A Breeders

- Certificate will only be released to the Mare Owner listed on the registration papers attached to this contract.
- If something should happen to the stallion, ORIGINAL COWBOY, where he can no longer be a standing stallion, whether hurt or deceased, then we will offer an opportunity for the Mare Owner to use frozen semen.
- 9. Breeders Certificates will only be issued online. Paper certificates will only be provided upon request.
- 10. Multiple Foals: The payments provided in paragraph 1 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional Breeding Fee within 60 days of confirmed foal for each additional embryo or foal at the Multiple Mare rate. No breeding certificate for any foal will be issued without additional payment.

Shipping and Collection services completed by:

Colorado State University Equine Reproduction Lab (CSU ERL)

3101 Rampart Road, Fort Collins, Colorado 80523-1693

Phone: 970.491.8626, Fax: 970.491.7005, Email: ERL@colostate.edu

CSU ERL fees (per shipment): Priority Overnight Delivery - \$400

Same-day delivery (counter to counter) \$600

*Collection/processing fee included in above charge

Stallion collection/shipping days are Monday, Wednesday and Friday.

Orders for shipments are filled on a first come, first serve basis. Orders must be placed by 4pm MST the day prior to the necessary collection day. Orders can be confirmed and/or cancelled by 9:00 am MST day of collection. The Mare Owner is responsible for all charges if cancellations are received after shipment has already been sent. Shipment orders cannot be guaranteed if they are placed via email, you must call to confirm. Every attempt will be taken to deliver cooled semen to Mare Owner in good condition, however once the shipment leaves CSU ERL, the ERL cannot be held responsible for delayed arrival or condition of semen upon arrival to Mare Owner.

2024 Fees

Original Cowboy Breeding Fee: \$1250 (booking fee included)

Booking Fee (applies to stallion auctions and other donations): \$500

Live Foal Guarantee (LFG) Rebreed: \$0 OR Stallion Service Auction (LFG) Rebreed: \$500

Color Guarantee Rebreed: \$625

*Rebreeds are ONLY available the year immediately following the original contract season. If a rebreed is necessary, this contract, a rebreed form, and a current copy of the mare's papers are required)

2024 Discounts (only one per breeding)

- 1. Early Booking Booked and Paid before September 30th, 2023: \$900
- 2. Returning breeder: \$1000
- 3. Loyal Breeder (3 contracts purchased and completed directly through owner): \$625
- 4. World or Reserve World/Congress Champion/Producer: \$850
- 5. Multiple Mares: 2 mares: \$1000 per mare, 3 mares: \$900 per mare
- 6. Other (approved by Breeder):

^{*}These fees are at the discretion of CSU and can change if necessary.

Stallion Service Contract Fees:

Payable by Check to Dakota Cotner (see address below), PayPal or Venmo Shipping Charges (and any remaining stud fees) will be paid to CSU via Credit Card on file

Booking Fee	Due With Contract: \$500	
Discounts Applied	\$	
Total Paid with Contract	\$	
Total Remaining (Shipping/Collection not included)	\$	
Shipping Fee:	Paid to & Collected by Colorado State University	



Sign and Return <u>all</u> Breeding Documents to:

Dakota Cotner 27238 County Road 13 Johnstown, CO 80534

Or email: OriginalCowboy.mgt@gmail.com

*Be sure to include all applicable fees with contract, a copy of mare's papers (Thoroughbred mares require a copy of "T" number furnished by AQHA). All fees must be paid in full prior to shipping semen.

For breeding inquiries, please contact Dakota Cotner at 970.342.5586 OR OriginalCowboy.mgt@gmail.com

For semen orders or questions	s about shipping, please contact Colorado	o State University Reprod	luction Lab at
970.491.8626			
Signature (Mare Owner)		Date	
When the above named Mare	Owner signs and returns one copy of thi	s contract to the Breeder,	it will then be a
	es, subject to the terms and conditions. T		
full and accompanied by a cop	py of the mare's registration papers.		
Mare Owner (as appears on re	egistration papers):		
Address:	City:	State:	Zip:
Phone:	Email:		
Name of Mare:			
Breed:	Registration #:		
Anticipated Breeding Date:			