

CSU/ERL GENERAL STALLION SERVICES AGREEMENT 2023

Today's date:		**Please include a copy of the stallion's registration papers when returning this contact	
OWNER INFORMATION			
Registered Name:		Breed:	Registration No:
Barn Name:			Color:
Is Your Horse Insured? <input type="checkbox"/> Yes <input type="checkbox"/> 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			
Services Desired:	<input type="checkbox"/> Semen Collection & Processing for Fresh & Cooled Semen <input type="checkbox"/> Semen Freezing (Frozen Semen) <input type="checkbox"/> Epididymal Processing & Freeze <input type="checkbox"/> Frozen Semen Storage <input type="checkbox"/> Basic Semen Evaluation, Fertility Evaluation, or Breeding Soundness, <input type="checkbox"/> Other		
Board & Care:	Daily Stallion Board \$31/day		

STALLION HEALTH & MANAGEMENT			
Prior to arrival at the CSU/ERL, we require stallions to be vaccinated for the following diseases. Please note <u>at least one</u> 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 stallion. Must be checked and initialed.	
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 (recommended)	(Date)		
Strangles (<i>Streptococcus equi.</i>) (optional)	(Date)		

STALLION 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 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 Owner identified on p.1 above. CSU/ERL agrees to provide services selected on p.1 for the Stallion identified on page 1.

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the Stallion or Frozen Semen, 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 Stallion Owner shall be deemed binding upon the person signing this Contract and the owner of the Stallion (hereinafter, individually and collectively referred to as the Stallion Owner).
 2. Stallion Owner agrees that during the period CSU/ERL is in possession of the Stallion, good equine practice may suggest and/or require the Stallion be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Stallion Owner hereby grants to CSU/ERL the right and authority, based upon its independent judgment, to administer routine preventative medicine and to have the Stallion trimmed or shod at any time by a farrier selected by CSU/ERL. The Stallion Owner shall pay/reimburse CSU/ERL for the cost thereof upon invoice as set forth below. See Fee Schedule attached.
 3. CSU/ERL strongly encourages all stallions to be tested for EVA (equine viral arteritis) and be vaccinated against the virus annually. Stallion Owner is responsible for any and all charges related to testing and vaccination.
 4. The Stallion/Frozen Semen 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 Stallion/Frozen Semen out of any undertaking by CSU/ERL under the terms of this Contract. Further, Stallion/Frozen Semen Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL 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 Stallion/Frozen Semen Owner, or of any person while the recipient mare(s) are under Stallion/Mare/Frozen Semen Owner's possession or control, whether caused by the sole negligent acts or omissions of Stallion/Mare/Frozen Semen Owner or by the concurrent negligent acts or omissions of Stallion/Mare/Frozen Semen 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 Rocky Mountain Equine, LLC), condition, or storage of the stallion or 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 Rocky Mountain Equine, LLC.
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. Stallion/Frozen Semen Owner hereby releases and shall indemnify and hold CSU/ERL harmless from any claim, demand or loss arising from transport or transport regulations. Stallion/Frozen Semen 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). Stallion/Frozen Semen 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.
5. **COOLED AND FROZEN SEMEN:**
- a. 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.

- b. 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.
6. **FOR FROZEN SEMEN STORAGE:**
 - a. CSU/ERL agrees to store Frozen Semen from said Stallion for use in reproductive procedures and long-term storage.
 - b. Beginning on the date semen arrives and is frozen and/or processed and entered into the computer management program, storage fees will be applied from that date forward. **Billing will occur monthly for frozen semen storage.** When invoices for frozen semen are not paid to CSU/ERL through six billing cycles, a certified letter will be sent to Frozen Semen Owner requesting that Frozen Semen storage billing is brought current. Frozen Semen will be destroyed 30 days from date of certified letter, whether or not received/accepted by Frozen Semen Owner, if account is not paid in full. Any frozen semen storage account that is delinquent two or more times in a year will be subject to termination of the Contract at the discretion of CSU/ERL. CSU/ERL will attempt to maintain storage costs at current prices. CSU/ERL reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. Owner will be notified of price increases in writing.
 - c. Semen Owner agrees to pay all charges associated with shipment of semen to/from CSU/ERL. The Semen Owner also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. Insurance during shipping must be organized in advance through the shipping entity. **CSU/ERL does not provide insurance.**
 - d. CSU/ERL shall make every effort to maintain the Frozen Semen in proper storage conditions pursuant to this Contract, with proper care, handling and protection according to reasonable standards and practices of the equine industry.
 - e. The Semen Owner agrees to assume all responsibility for the Frozen Semen and shall bear all risk of loss or damage to the Frozen Semen, whether by loss, infection, theft or otherwise and by any cause whatsoever, and agrees to hold CSU/ERL (or any person employed by or associated with CSU/ERL) harmless on any and all damages associated therewith.
7. Stallion/Frozen Semen Owner agrees to pay **all charges in full** before removing the Stallion or Frozen Semen. Stallion/Frozen Semen 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 Stallion/Frozen Semen to allow preparation of required paperwork. The Stallion/ Frozen Semen Owner is required to make transportation arrangements for Stallion/Frozen Semen between the hours of 7:30 am to 4:30 pm Monday through Friday, unless previous arrangements have been made well in advance.
8. 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 Stallion/Frozen Semen Owner's accounts with CSU is past due. The Stallion/Frozen Semen Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. The Stallion/Frozen Semen 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 Stallion/Frozen Semen Owner's account(s).

Stallion/Frozen Semen Owner is responsible for any insurance desired on the Stallion, and/or Frozen Semen. **CSU/ERL does not provide insurance.**
9. Stallion/Frozen Semen Owner is responsible for parentage testing of any foal.
10. Stallion/ Frozen Semen Owner is responsible for all Breed Registry rules and regulations including, but not limited to, brand inspections required by law. Stallion/Frozen Semen Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERL.
11. If at any time CSU/ERL determines, in its sole judgment and discretion, that the Stallion 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 Stallion Owner in the event that such transfer is required; however, if Stallion Owner cannot be immediately reached, Stallion Owner hereby authorizes CSU/ERL to initiate such transfer, care and treatment.

12. This Contract is non-transferable. If the Stallion/Frozen Semen 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. CSU/ERL reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days' notice to Stallion/Frozen Semen Owner. This can include behavioral and safety concerns related to Stallion while in the care of CSU/ERL. Stallion must be halter broke; meaning caught in a stall with reasonable effort and able to lead safely from stall to collection shed or turn out paddock; able to pick up all four feet, be groomed and in general terms be safe to work around. There will be no refunds on services provided PRIOR to this Contract if 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 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, Stallion/Frozen Semen Owner hereby authorizes and appoints CSU/ERL to execute any required documents on Stallion/ Frozen Semen Owner's behalf.
15. Stallion/Frozen Semen Owner will be considered in default of its obligations under this Contract if Stallion/Frozen Semen 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 CSU gives Stallion/Frozen Semen Owner written notice thereof. 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.
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.

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 Stallion 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 Stallion/Frozen Semen 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 Stallion/Frozen Semen Owner		
City, State	Zip Code	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
Phone number of Stallion/Frozen Semen Owner		
E-mail address of Stallion/Frozen Semen Owner		

GENERAL STALLION SERVICES FEE SCHEDULE 2023

Board/Care

Daily Stallion Board	\$31.00/day
<i>Includes daily turn out, blanketing (when needed w/ owner provided blankets, owner provided supplements)</i>	
Daily Stallion Board – Level II	\$38.00/day
<i>Stallion board will be increased to this daily rate when no services are performed or requested for 7 days.</i>	
Enhanced Care	\$ Varies with type and frequency requested

Stallion Services (Fee for Service)

Cooled Semen Shipment – Includes Overnight Shipping	\$400
Cooled Semen Shipment – Same Day Airline	\$600
Breeding Soundness Evaluation	\$660
<i>BSE includes 2 semen collections and basic semen evaluation, sperm morphology, testicular measurement, bacterial cultures, and formal DVM letter regarding stallion breeding status.</i>	
Semen Collection & Basic Evaluation	\$200
Semen Processing for Fresh/Cooled Semen	\$325 (carry-out)
Semen Processing for AI (on-site)	\$305 (on-site mares)
Test Cool (no BSE)	\$400 (Stallion must be cleaned out)
Test Freeze (no BSE)	\$750 (Stallion must be cleaned out)
Semen Processing & Freezing (base*)	\$650
Semen Freezing – Additional Extender Packet	\$90 / packet
Cooled Semen Evaluation	\$190 (24/48 hr motility, formal letter)
Frozen Semen Evaluation	\$190 (0, 10, 60 min motility & concentration, formal letter)
Natural Breeding (live cover)	\$250
Phantom Training (<i>per 45 min. session</i>)	\$350
<i>If training exceeds 45 min, rate will increase by \$30 for each additional 15 minutes.</i>	
Unsuccessful Collection	\$140
Epididymal Sperm Recovery	\$750
Epididymal Sperm Freeze (base*)	\$650
Morphology	\$45
Culture	\$85/ per culture
Flow Cytometry Semen Analysis	\$425
Disposable Shipping Container – Single Use Purchase	\$40
Dry Shipper Rental (frozen semen)	\$100
Frozen Semen Handling Fee	\$50

*Additional extender packets billed as required based on sperm number

Miscellaneous Services

Daily Treatment Fee	\$6
Brand Inspection	\$45
Coggins Test	\$40
Health Certificate	\$35 (Add'l horse on same certificate \$15)
Equine Viral Arteritis Screen	\$85
Equine Viral Arteritis Test (Semen)	\$95 (does not include collection fee)
EVA Vaccine	\$75
Shipping (Frozen Semen)	\$250

Storage (per stallion in storage)

Bulk Semen Storage	\$25 per month up to 400 straws
	\$40 per month for 401 – 800 straws
	\$55 per month for 801 – 1,999 straws
	\$70 per month for ≥ 2000 straws
ICSI Only Storage	\$50 per year up to 8 straws only with intended use of ICSI . Bill at arrival and then yearly in January.