

Split Pine Ranch (SPR)

15385 Black Forest Rd

Black Forest, Colorado

splitpineranch@outlook.com

This contract is made and entered into this ____ day of _____, 20____, by and between _____, ("Mare Owner") and Split Pine Ranch, SPR ("Breeder").
Whereas, Mare Owner is the owner or lessee of a certain registered mare, registered name, _____, with Registration No. _____, foaled _____ and WHEREAS, Mare Owner wishes to breed said mare described above to stallion, KBs Timepiece, 2004 APHA Bay Black & White Stallion, APHA Registration No. 813085.

IT IS NOW THEREFORE AGREED between the parties as follows:

BOOKING and BREEDING FEES Breeding period from 1 Feb 20__ to 30 July 20__

1. The Breeding Fee for Stallion is \$700.00, which includes \$150.00 **non-refundable** Booking Fee, shall be payable at time of the execution of this contract as a deposit to reserve a breeding for year 20__.

2. Other fees/expenses incurred in connection with the *shipment of Cooled Semen* are set forth below and shall be paid in full *prior* to semen shipment:

Breeding Fee Balance.....\$ 550.00 (**paid to Split Pine Ranch**)

Collection/Shipping/Container Fee.....\$ 310-350.00 (services provided and coordinated by Premier Breeding Services/Brad Ray). *SPR will give mare owner \$150 credit on breeding fees* when using this service (credit/refund sent within 30 days after semen shipped).

3. Directions for shipped semen: Go to Premier Breeding Services link (<http://www.premierbreedingservices.com/>) and download either the shipped semen form or the breeding farm services contract. Complete and fax back to Premier Breeding Services at (303) 681-9713. Contracts *must* be completed and fees paid *before* mares will be bred or semen shipped. If you are unable to download forms, we will be happy to fax or email forms to you. Any questions, please call us at (719) 337-4496 (Cindy). All requests for semen, cancellations and shipment inquiries shall be directed to Premier Breeding Services, LLC attn: Brad Ray (owner/manager) at 719-240-1598. Email: eqreproman@aol.com

4. Personal checks for payment of the breeding fee balance must be received by us 10 days prior to shipment. Cashier or Certified Checks will receive immediate credit.

REQUIRED BREEDING DOCUMENTATION

5. The following documentation shall be delivered to Breeder at the time this Contract is executed: a. A copy of Mare's Registration papers (both sides).

COOLED SEMEN HANDLING

6. Mare must be inseminated within 48 hours after collection of the Semen by a licensed veterinarian or technician. Please note that calculation of the 48 hours begins with the time of collection, NOT the time of receipt/delivery of the Semen at the insemination destination.

7. The semen shipped may be used for the Mare designated in this Contract ONLY and may not be used to inseminate any other mares.

BREEDING SERVICES AT SPLIT PINE RANCH (SPR)

8. The balance of breeding fee is due when mare arrives at SPR. All other costs are due monthly or when mare is picked up, including all board, shots, or veterinarian services rendered. Mare will not be released until amount owed is paid in full. There will be a monthly 2% service fee applied on all overdue accounts.

9. Mare owner agrees to pay sum of \$12/day for dry mare, \$14/day w/foal for OUTSIDE pen and INSIDE barn \$16/day for dry mare and \$18/day for mare w/foal.

10. Mare owner hereby states that he/she has inspected the premises of the breeding facility, including the facilities in which mare is to be kept and is satisfied with their condition, upkeep and safety. Mare Owner agrees that the standard of care to be imposed upon SPR is that of ordinary care of a prudent horse owner and not that of compensated Bailee.

11. Mare Owner agrees to furnish a negative Coggins Test prior to mare's arrival at SPR. All mares shall have health certificate indicating current vaccination for equine influenza, tetanus, and encephalitis. Mares not accompanied by said certificate will be vaccinated shortly after arrival at SPR at expense of Mare Owner. Mare owner understands and agrees that upon arrival at the breeding facility, the mare will be cultured and examined by a licensed veterinarian selected by SPR at mare owner's expense. Mare owner authorizes SPR to engage performance of such other veterinary services as deemed necessary for the proper treatment, care and protection of the mare and/or foal at side. This is to be done at Mare Owner's expense and will be billed and payable as above-described.

12. In the event of colic or life-threatening illness of the mare and/or foal, all means available will be utilized to save said mare and/or foal unless otherwise instructed by Mare Owner, including surgery if recommended by veterinarian. Mare owner shall pay any and all costs in connection therewith.

13. Mares that are not halter broke and/or cannot be hobbled will not be accepted. Please leave mare and/or foal at home if there are any signs of sickness. Owner agrees to submit horse owner's information sheet at least 5 days prior to mare's arrival at SPR.

14. Mare owner agrees SPR shall not be responsible for any sickness, disease, estray, theft, death or injury to mare and/or foal while on premises and releases SPR of all liability to them or anyone with them while on premises and acknowledges this legal law, "Under Colorado law an equine professional is not liable for any injury or death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to section 13-21-119 Colorado revised statutes" and hereby agrees to conditions.

15. In the event mare owner does not leave mare at SPR for 20 days following last breeding for purposes of pregnancy check, mare owner assumes all responsibility for pregnancy testing. Mare owner agrees to have mare checked within 45 days from date of last breeding and provide said information to SPR within 7 days from date of said pregnancy check. Failure to provide said information waives the live foal guarantee although mare owner shall have a guaranteed right to rebreed the following breeding season at set rate for said breeding season.

LIVE FOAL GUARANTEE

16. Mare owner must furnish a veterinary certificate confirming that Mare is or is not in foal as a result of the Cooled Semen insemination *within 60 days post breeding*. Failure to notify Breeder within 60 days will void the Live Foal Guarantee.

17. Live Foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 24 hours. If the Mare aborts the foal, the foal is stillborn, the foal does not survive longer than 24 hours, or if the Mare does not settle, a return season will be guaranteed for the following year, only, provided proper notification is given to Breeder. A veterinarian's breeding soundness certificate, including uterine culture shall be provided prior to the next breeding season.

18. Proper notification shall be defined as written certification by a licensed veterinarian within seven (7) days from the date Mare is proved not to be in foal or loses her foal as set forth above and Mare Owner must certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Foal Guarantee.

19. The Live Foal Guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.

20. Booster rhino pneumonitis vaccinations must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee.

21. Mare Owner understands and agrees that neither Breeder nor Breeding Facility shall be held liable for the loss, abortion or death of said foal.

COLOR GUARANTEE

22. Breeder guarantees that the foal shall have sufficient color to be registered in the APHA Regular Registry in accordance with the APHA color requirements.

23. The Registration Application shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after payment of all bills due on said Mare have been received. Requests may be made by filling out the "on-line" Request for Registration Application form (splitpineranch@outlook.com), in writing or by phone.

MISCELLANEOUS

24. The breeding season in force for this Contract shall begin February 1 and will close July 30 of the year covered by this Contract.

25. It is further agreed that should the above-named Stallion die, this contract shall become null and void. If the above-named Mare dies during the breeding season, then Mare Owner may substitute another mare. If the said stallion is unavailable for rebreeding, the breeding fee will be refunded. No money shall be refunded to Mare owner except breeding fee if mare has not been bred. In the event of stallion's death prior to delivery of a live foal, the live foal guarantee shall become null and void and breeding fee will be refunded to mare owner if no live foal as defined above under "Live Foal Guarantee".

26. This Contract shall *not* be transferable by Mare Owner without the prior written consent of Breeder.

27. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Colorado. Any legal action must be brought in El Paso, Colorado. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all reasonable attorneys' fees, costs of suit and other expenses reasonably related to enforcing this Agreement.

28. This contract represents the entire agreement between the Mare Owner and the Breeder. No other agreements or promises, verbal or implied are included, any amendments to or modifications of the terms of this agreement, must be in writing. Each party should individually initial additional comments.

Comments: _____

If no additional comments, initial here () Mare Owner, () Breeder.

AGREED: BREEDER:

Split Pine Ranch/Cynthia Rau-Sobotka, 15385 Black Forest Rd. Colorado Springs, CO 80908:

splitpineranch@outlook.com

By: _____ Date: _____

AGREED: MARE OWNER:

Please Print Name, Address, Telephone Number of Mare Owner: _____

By: _____ Date: _____

Signature of mare owner

**THE FOLLOWING INFORMATION MUST BE COMPLETED AND FURNISHED TO BREEDER AT
THE TIME THE CONTRACT IS SUBMITTED**

A. Mare Information

Mare's Name	Registration #	Owners
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Name (as appears on papers): _____ Breed: APHA

AQHA TB Other _____ Pattern: Solid Tobiano Overo Other Mare is (please circle one):

B. Owner of Mare Information Owner

Address _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____ Emergency _____

Contact

Emergency

Number

CREDIT CARD INFORMATION

We accept Visa & MasterCard for payment of the Breeding Fees and Booking Fees. Please furnish the following information if you wish to pay with your credit card or may pay online via PayPal at splitpineranch@outlook.com.

Charge to my: () Visa () MasterCard Card Number:

- - - Authorization Code:

Breeding Contract

Name on Card (Please Print): _____ Expiration Date: _____ Card Holder's
Signature: _____ Date: _____

PAYMENT INFORMATION

Amounts to be charged to my credit card:

\$ _____ Breeding Fee (\$700) *includes:* booking fee (\$150 non-refundable), stallion collection, and first artificial Insemination (AI) of mare at Split Pine Ranch. Shipped semen services performed exclusively by Premier Breeding Services. Mare owner will receive \$150 credit from SPR within 30 days after semen shipped from Premier.

\$ _____ Total Amounts to be paid by check:

_____ Date: _____