

# C Bar Horseshoe Paints, LLC

38 Stinson Road  
Rozet, Wyoming 82727  
307-670-5352

<http://cbarhorseshoepaints.com>  
[northfortygem@yahoo.com](mailto:northfortygem@yahoo.com)

## 2016 BREEDING AGREEMENT & LIABILITY RELEASE CONTRACT FOR TRANSPORTED COOLED SEMEN

**FOR THE STALLION: CHILLEN APHA #985,966 AQHA #5286789**

**Breeding Fee \$1250**

Stallion will be standing/collected at **High Plains Genetics, LLC, Piedmont, SD**

**THIS AGREEMENT** is made into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Cara Cundall Binder/Aaron Binder of C Bar Horseshoe Paints, LLC; residing at 38 Stinson Road, Rozet, Wyoming, 82727, (hereinafter, "Stallion Owner") and \_\_\_\_\_ [Owner of mare (as it appears on registration)] residing at \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (hereinafter, "Mare Owner) has engaged one service to **CHILLEN** for the 2016 breeding season at **\$1250** for the following mare:

Mare's name \_\_\_\_\_ Breed \_\_\_\_\_ Foaling Date \_\_\_\_\_ Registration No. \_\_\_\_\_

Color \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_ Expected date of shipment \_\_\_\_\_

Current Status: In Foal \_\_\_\_\_ Barren \_\_\_\_\_ Maiden \_\_\_\_\_ Not Bred \_\_\_\_\_

If in foal, last breeding date \_\_\_\_\_ In foal to \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING. These parties agree as follows:

### The Year 2016 BREEDING FEE / TERMS

- \$450** non-refundable booking fee, due at time of request for service, with this contract. To reserve space in 2016 Breeding Season schedule, applied against Breeding Service Fee. This fee is paid to Stallion Owner.
- \$800** balance due prior to the first shipment of semen unless otherwise agreed on between Stallion Owner, and mare owner. This fee is paid to Stallion Owner.
- \$250** collection fee EACH SHIPMENT, due prior to time of service (\*may be subject to change and in addition to Breeding and Booking fees). Please refer to High Plains Genetics, LLC, for any other fees, ie. Counter to counter, etc. This fee is paid to High Plains Genetics, LLC.

The breeding season in force for this contract shall begin **February 1** and close **April 1** of the year covered by this contract, unless prior arrangements are made.

This contract provides for Breeding Stable to accept only APPROVED MARES. Mare must be approved by the Stallion Owner. The mare offered for breeding shall be in a healthy and sound breeding condition and free from infection or disease. All mares must have a clean uterine culture prior to breeding. Proof of negative culture shall be provided to stallion owner directly from mare owner's vet. A photo static copy of the mare's current registration certificate (Front and Back) as well as any necessary lease information or documentation must be attached to this contract.

If an Equitainer is used, the Mare owner is responsible for the return of the Equitainer to High Plains Genetics, LLC. Semen is collected and shipped Monday, Wednesday and Friday. High Plains Genetics, LLC requires that the Mare Owner notification no later than 11 a.m. (MST) the morning of the day the shipment of semen is to be shipped. No Warranties whatsoever expressed or implied making the Breeder or Stallion Owner responsible for lost, delayed, or damaged semen and makes no representatives or warranties of any kind with respect to semen except that it is the stallion's and is viable at the time of shipment. Every attempt will be made by Breeder to optimize semen shipment for a sufficient and suitable dose for insemination.

This contract contains a LIVE FOAL GUARANTEE. A live foal is described as a newly born foal which stands and nurses without assistance. If the mare is disposed of prior to birth of foal, the Live Foal Guarantee will only be valid if a replacement mare is approved by the Stallion owner and bred the following season only. Should the mare fail to conceive, abort, miscarry or produce a stillborn or lethal white foal, a return breeding will be for the following season only. This LFG will apply only if the Stallion Owner is notified within 24 hours of the event, written certification is provided by a licensed veterinarian within 7 days and the mare has been properly vaccinated for Rhinopneumonitis as indicated by the drug manufacturer (Booster at 5<sup>th</sup>,

7<sup>th</sup>, and 9<sup>th</sup> month of gestation). In addition, the Breeder requires that the mare be checked for pregnancy by ultrasound examination after 14 days and before 35 days.

This contract provides for a LIMITED COLOR GUARANTEE (not applicable to AQHA registered mares). If a solid colored foal is born that does not have sufficient white to be registered in the regular registry of the APHA, the Mare Owner may re-breed to this stallion for half the current advertised fee. Mare owner will be subject to semen collection fees, shipping fees, and deposits on all re-breeds. This guarantee is only good for the breeding season in which the solid foal is born and is non-transferable. If foal is born late in the breeding season making it impossible to re-breed the mare before May 1<sup>st</sup>, the breeding may be carried over to the following year, only.

Should the stallion die or otherwise become unfit for breeding, this contract shall be null and void. Attempts to assign or substitute another mare without prior written consent of Stallion Owner shall terminate this Agreement and release Stallion Owner from its obligations.

Stallion Owner will issue a breeder's certificate when notified of the birth of the foal resulting from this breeding, providing that the mare owner has no outstanding debt to Stallion Owner or High Plains Genetics, LLC. In the event of a debt, the resulting foal's ownership reverts to the stallion owner. Should the above stallion be sold or moved to another breeding facility prior to said mare producing a live foal, then any re-breed obligation will transfer with the stallion and it will be the obligation of the new owner or manager to honor said re-breed.

Responsibility for insurance and risk of loss passes to the Mare Owner with this contract. Owner assumes the unavoidable risks inherent in all horse-related activities: including, but not limited to the semen, shipping container, owner's horse(s), owner, and family members. Owner agrees to indemnify and hold harmless the stallion owner, breeder, agents, veterinarians, employees, and family.

This contract is made and entered into in the County of Campbell, the State of Wyoming, and shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction stated above. All venue objections are waived. Should Stallion Owner and/or Breeding Stable resort to legal action to enforce the terms of this agreement, Stallion Owner shall be entitled to recover all legal fees, costs and expenses should a dispute arise between them.

The Mare Owner's signature attests to the fact that the owner has read and understands all of the outlined herein and accepts this contract as a legal and binding instrument on behalf of Cara Cundall Binder of C Bar Horseshoe Paints, LLC, owner, owner's heirs, personal representatives, successors and assigns. This contract cannot be assigned or transferred. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied are included unless specifically stated in this written contract. When mare owner or agent and Stallion Owner sign this contract, it then be binding on both parties, subject to the above terms and conditions.

Written conditions different from above stated contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALL OWNERS/AGENTS MUST SIGN FOR THEMSELVES, AFTER READING ENTIRE DOCUMENT  
SIGNER STATEMENT OF AWARENESS

"I/WE, THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE. WHEN MARE OWNER AND STALLION OWNER SIGN THIS CONTRACT, IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO ABOVE TERMS AND CONDITIONS. I/WE, THE UNDERSIGNED, FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE, AND SIGNED MARE OWNER/AGENT HAS CLEAR TITLE TO SIGN FOR THESE SERVICES"

\_\_\_\_\_ Date \_\_\_\_\_  
C Bar Horseshoe Paints, LLC (Cara Cundall Binder)

\_\_\_\_\_ Date \_\_\_\_\_  
Mare Owner's (or authorized agent's) signature (as on registration papers)