

C Bar Horseshoe Paints, LLC

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

<http://cbarhorseshoepaints.com>
northfortygem@yahoo.com

BREEDING SERVICE CONTRACT

THIS AGREEMENT is made into this _____ day of _____, 201__ by and between C Bar Horseshoe Paints, LLC residing at 38 Stinson Road, Rozet, Wyoming, 82727, (hereinafter, "Stallion Owner") and _____ residing at _____ City _____ State _____ Zip _____ (hereinafter, "Mare Owner"). These parties agree as follows:

WITNESSETH,

Whereas C Bar Horseshoe Paints, LLC, Stands and Owns the Stallion **Hot Scotch Te Go, APHA Registration #466,284** (hereafter, "Stallion"), and the Mare Owner agrees to breed the Mare (hereafter, "Mare") _____, _____ Breed, Registration number _____ described as _____ in color and foaled on _____ and insured (if applicable) by _____ Policy # _____.

Mare Owner hereby agrees to read all stipulations contained in this Agreement as may be applicable to them and/or their Mare/s, and to submit all necessary information requested therein and to pay the Stallion service fee together with other reimbursable expenses specified herein.

STALLION CREDENTIALS:

Hot Scotch Te Go is a 1998 APHA Registered Red Dun Overo by Hot Scotch Man and his dam goes back to Skipa Star and Sonny Go Te. "Scotch" is a beautiful stallion with undeniable eye appeal. He has a pretty head, long neck, big hip and a super shoulder. He is very balanced and correct with huge gaskins and forearms. He comes from a proven pedigree that stands the test of time. Show record: APHA Superior Halter, APHA World Show Top Ten, 2000 Ark-La-Tex Hi-Point 2yr Halter Champion, 2000 TPHC Hi-Point 2yr Halter Champion, 2000 Robert Nims Memorial Award, 2000 NETPHC Hi-Point 2yr Halter Champion, 2000 Gulf Coast Paint Horse Club Hi-Point 2yr Halter Champion, 2000 TSCC Texas State Champion 2yr Halter Stallion, 2000 Louisiana State Grand Champion Halter Stallion. 10 APHA/AQHA Champions and world Champion Producers on his papers. He is siring foals with athletic ability and elegance, great minds and eye-appeal, super necks with heads to match. He is a high color producer of red duns and overos and about 75% of them are fillies. Breeder's Trust Enrolled. He is OLWS positive, HYPP NN, and Negative/Vaccinated for EVA.

STALLION SERVICE FEES:

The Stallion Service Fee shall be \$1000, (USD). A booking fee of \$250 must be remitted with the contract at the time of signing. The booking fee shall not be refunded to the Mare Owner in any event. This fee is applied to the total Stallion Service Fee, the balance of \$750 is payable upon receipt of an invoice or when the Mare arrives at the ranch or in the case of Cooled Semen Shipping is payable prior to shipment of semen. A Chute Fee of \$150 is applicable to all breedings. Special consideration to World Champion, Reserve World Champion, WC and RWC Producing, Superior Mares and a multi-Mare discount.

Please INITIAL which Breeding Option you wish to use:

on Premises Breeding

Shipped Semen

ON PREMISES BREEDING:

Stallion Owner agrees to provide board, feed and general care services for any animal covered in the Agreement. The undersigned agrees to pay Stallion Owner published rates therefore as the same shall from time to time be established. The same shall not be increased without thirty (30) days prior notice thereof. Stallion Owner shall care for the Mare (subjected to terms specified herein) with all reasonable care.

Said Mare shall be healthy, in sound breeding condition and free from infections, contagious or transmissible disease. A **current negative Coggins Test** (must be dated no more than 6 months prior to Mare's arrival), a negative uterine culture, and a **health certificate** indicating current vaccination for **equine influenza, rhinopneumonitis, tetanus, strangles, and sleeping sickness** must accompany Mare. If they do not, Stallion Owner's veterinarian will examine and/or test Mare at Mare Owner's expense. Stallion Owner reserves the right to refuse Mare if not in satisfactory condition. Proof of deworming shall also be given upon arrival. If any other services are required or desired by the Mare Owner, they shall be specified in writing to Stallion Owner when the Mare is delivered for service. Photo copy of registration papers (both sides) are also **required** and are to be submitted with this contract.

Stallion Owner will exercise judgment consistent with recognized standards in care and supervision of Mare and/or foal. Stallion Owner assumes responsibility for arranging veterinarian and farrier services as necessary. Stallion Owner's veterinarian will examine Mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the Mare and/or foal. The Mare Owner will pay for all veterinary expenses and all farrier expenses. It is agreed that the decision of the Stallion Owner as to acceptability of Mare for breeding, is final and may be exercised without recourse, as any time. No Mare will be accepted if unruly or not properly halter broke. The Mare shall not be shod on the back feet.

Board for on premise dry Mares is \$7.00 per day. A Mare with a foal will be \$10.00 per day. All outside Mares and Mares with foals will be housed separately from other on site horses.

COOLED SEMEN SHIPPING:

The Stallion Service Fee set forth above, includes two (2) shipments of semen per Mare's cycle if needed (providing no ovulation after first shipment). It is the Stallion Owner's responsibility to provide the Mare Owner with two (2) packages per shipment in an industry standard container, with the industry standard number of viable spermatozoa per each shipment. There will be no more than six (6) total shipments per breeding season. All shipments will be priced per shipment as detailed below:

- a. Stallion Service Fee must be paid in full along with an Equitainer rental and collection fee paid in full and a completed shipping information form submitted before any semen shipments are made, unless prior arrangements are made with Stallion Owner.
- b. The Mare Owner is responsible for all Vet costs for collection per shipment and all container-shipping charges TO and FROM the breeding farm. (Collection and shipping fees are due at time of service).
- c. An Equitainer Rental Fee of \$50, is also due prior to the semen shipment. An Additional fee of \$50 will be charged if container is not returned to Stallion Owner within 10 days from semen receipt.
- d. Each shipping charge is based on Fed Ex overnight weekday or Saturday delivery and is based on the region you live in. Other methods of delivery will be priced upon request. Shipments will be insured to cover only the Equitainer replacement and collection fee. If shipment is lost or delayed, Mare Owner assumes all risk of lost time and expense associated with preparation of his/her Mare for breeding. A lost or delayed shipment will not be counted against the four (4) shipments maximum per season.
- e. We will ship semen Monday through Friday -YOU MUST REQUEST SHIPMENT BY NOON (Mountain Time) ON THE DAY BEFORE SHIPPING DAY. Cancellations must be received before 10AM (Mountain Time) on shipping day. We need the time to coordinate the collection with the Stallion's need to breed Mares at the farm. We do our best to accommodate requests called in after 10:00a.m. the day before, but can make no promises.
- f. In the event that not enough semen is collected to meet a day's breeding and shipping needs, ON-FARM MARES WILL HAVE FIRST PRIORITY. Shipped semen requests will be filled in the order received.

PAYMENT:

Any board, foaling, farrier, veterinary charges and any an all other charges and expenses incurred by Stallion Owner on behalf of or for the benefit of the Mare Owner shall be billed monthly and payable upon receipt for shipped semen or before the Mare leaves the Stallion Owner's property if live cover. The Stallion Owner shall be entitled to interest at the rate of 1 ½ % percent per month on any unpaid balances. In addition, the Mare Owner shall be liable for any and all collections

fees and reasonable attorney's fees. NO Stallion Owner's breeding certificate or registration application will be issued until all amounts due have been paid in full.

Stallion Owner shall attempt with reasonable diligence to settle the Mare; if however, for any reason the Mare does not settle, Mare Owner will hold Stallion Owner harmless. The breeding season for the Stallion begins January 27th and unless mutually agreed upon, Stallion Owner shall have sole discretion to cover Mare as many times as necessary until July 1st of the breeding season; and covers after July 1st shall be by mutual agreement. Should Mare Owner take the Mare from Stallion Owner before the farm has had ample opportunity to settle her during the breeding season specified above, expenses and the balance of the Stallion service fee become due and payable and the live foal guarantee contained herein becomes void.

Stallion Owner requires notice of 48 hours in advance when Mare Owner wishes to remove Mare from the ranch to facilitate settlement of account by Mare Owner.

LIVE FOAL GUARANTEE:

Stallion Owner guarantees a live foal from the breeding contracted for herein. Live foal is defined as a foal that stands and nurses without assistance. Should the Mare prove not to be in foal in the year bred or lose her foal, or should the foal not stand and nurse without assistance, Mare Owner shall notify the Stallion Owner in writing within one week of foaling date (or the date the Mare is proved not to be in foal or loses her foal); such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not "live" as defined above or had been lost as stated above. 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. Under the foregoing circumstances and upon receipt of the specified notice, it is agreed.

For any rebreed resulting from a non-viable foal, any applicable Mare care, veterinary, and shipping fees will be charged. At the end of that following breeding season, the right to rebreed is cancelled and the Stallion owner is released from any further obligation whatsoever. A handling fee of \$200 will be assessed on breed backs the following year for Mares that did not produce a live foal.

LIMITED COLOR GUARANTEE:

This contract provides a rebreed for the same Mare if the resulting foal is Solid Paint Bred (non-APHA Regular Registry guidelines). The limited color guarantee allows for a half (1/2) price Breeding Fee if the resulting live foal is a solid stud colt or filly. This rebreeding is to be used during the season in which the SPB foal is born. All other fees still apply; boarding, veterinarian services, farrier, etc. This guarantee is only good for the breeding season in which the solid foal is born and is non transferable.

REBREEDING:

If Mare Owner fails to deliver the Mare (or a substitute Mare if mutually agreed as stated above) for the rebreeding the following year, then any and all fees paid shall not be refundable, the right to rebreed is thereby cancelled and the Stallion Owner is released from any further obligation whatsoever.

LIABILITY:

The Stallion Owner shall not be liable for any sickness, disease, stray, theft, injury or death which may be suffered by the Mare and/or foal or any other cause of action whatever arising out of or being connected in any way with breeding or boarding of the Mare and/or foal. This includes, but not limited to, any personal injury or disability, which the Mare Owner/s may receive while at the Breeding Facility. The Mare Owner fully understands that the Stallion Owner does not carry public liability, accidental injury, theft or equine mortality insurance and that all risks connected with breeding and/or boarding of the Mare(s) are to be borne by the Mare Owner(s). Should the Stallion die or become unfit for service then the Stallion Service Fee will be returned. However the booking fee and all other fees associated to the breeding is nonrefundable. Should the Stallion be sold, the new owner may be obligated to honor the terms of this contract. Under Wyoming law, an equine professional is not liable for, injury to, or the death of a participant in equine activities resulting from the inherent, risks of equine activities. The Mare Owner agrees to look solely to his/her insurance for compensation for any injury, sickness, health or loss of any kind.

TRANSFERABILITY:

This contract shall not be assigned or transferred by the Mare Owner without the consent of the Stallion Owner. If the Mare is to be rebred and the Mare Owner fails to deliver the Mare for breeding before July 1st of the following year, then any and all fees paid shall not be refundable and the Stallion owner shall have no further obligation with respect to this contract is thereby null and void. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. In the event a dispute between the parties hereto, arising out of this contract, is submitted to a court of competent jurisdiction, to arbitration, to mediation, or to any combination thereof for resolution, the prevailing party shall be entitled to all costs of such proceedings, including attorney fees. The Stallion owner and the Mare Owner agree that this contract shall bind and benefit all parties and their respective heirs, legal representatives, successors and/or assigns. Failure of the Stallion Owner, C Bar Horseshoe Paints, LLC, or their representatives to insist upon any of the rights, provisions nor remedies may be enforced at any subsequent time allowed by law. This contract shall be construed according to the laws of Campbell County, in the State of Wyoming, to the exclusion of the laws of any other jurisdiction. If any clause in the contract is against Wyoming's law, then that clause shall be null and void.

MISCELLANEOUS:

The animals herein described shall arrive at the farm properly identified. The owner of the Mare will provide Stallion Owner with a complete report of all past foaling dates, the sire of all previous foals, and any peculiarities of the Mare and any other information that may be pertinent or helpful in handling or breeding of said Mare.

The Mare Owner shall provide in writing, a signed release authorizing Stallion Owner to deliver owner's animal(s) to a designated shipping company, or agent for transportation away from premises, if necessary or requested by the Mare Owner. If the time does not permit the delivery of such written release, the Mare Owner agrees that his or his agent's verbal communication release will substitute for a written release and will not hold Stallion Owner liable for releasing the animal(s).

A Stallion Owner's certificate will be issued within 10 days upon notification by Mare Owner of the birth of the foal, and if full payment of all amounts due has been received.

The Mare Owner agrees that he/she has made himself/herself familiar with facilities at the place where the Stallion stands and that he is also familiar with and approves of the care provided by Stallion Owner.

If the Mare is sold or registration is transferred, all fees owed are due immediately.

THE FOLLOWING INFORMATION MUST BE COMPLETED AND FURNISHED TO STALLION OWNER AT THE TIME THE CONTRACT IS SUBMITTED

A. MARE INFORMATION

Mare's name _____ Breed _____
Color/Type _____ Foaling Date _____ Registration No. _____
Foal at side: Yes _____ No _____ If Yes, Foal Sex _____
Foal's name _____ Foaling Date _____
Foal Description _____
Mare's Current Status: In Foal _____ Barren _____ Maiden _____ Not Bred _____
If in foal, last breeding date _____ In foal to _____

B. VETERINARY INFORMATION

Veterinarian's Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ E-mail _____
Emergency Contact _____ Emergency Number _____

C. INSURANCE

Is Mare Insured: Yes _____ No _____
If Yes, Insurance Company _____
Policy No. _____ Telephone _____

D. EMERGENCY MEDICAL CONSENT

In the event of an injury or emergency illness to the Mare and/her foal, C Bar Horseshoe Paints, LLC will make every effort to contact Mare Owner or the veterinarian listed above. If said veterinarian is unavailable, C Bar Horseshoe Paints, LLC will provide veterinarian care at the Mare Owner's expense. Mare Owner will be responsible for payment of any emergency medical services required for Mare and/or foal. Please make sure you have indicated the name and phone number of your veterinarian in the space provided above. Please sign below to indicate our consent to seek emergency medical treatment for your Mare and/or foal and that you will be responsible for payment of all said medical services. **This is required before horse(s) is/are to be left on the premises.**

Date _____ Signature _____

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 in the state of Wyoming. This contract cannot be assigned or transferred.

_____ Date _____
C Bar Horseshoe Paints, LLC (Cara Cundall/Aaron Binder or authorized agent)

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

Name _____
Address _____
City _____ State _____ Zip _____
Phone _____
E-mail _____
Emergency Contact _____
Emergency Number _____

RETURN THIS SIGNED CONTRACT AND A COPY OF THE MARE'S REGISTRATION PAPERS TO:
(Please make a copy of this contract; completed in its entirety, for your own records. All other health papers must be presented at arrival of Mare on premises BEFORE Mare is unloaded.)

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TO BE FILLED OUT BY STALLION OWNER:

This reservation and Mare approved by: _____ Date _____

Mare's arrival date _____ Departure date _____