

CSU/ERL Stallion Services Agreement 2009 Breeding Season



STALLION INFORMATION

Registered Name: _____
 Barn Name: _____
 Breed: _____ Age: _____
 Registration No.: _____ Color: _____
 Insurance Agency: _____
 Type of Insurance: _____
 Contact phone, etc: _____

Phone No.: _____ Home _____
 _____ Cell _____

MARE INFORMATION

Registered Name: _____
 Barn Name: _____
 Breed: _____ Age: _____
 Registration No.: _____ Color: _____
 Mare's Dam (TB) _____
 Insurance Agency: _____
 Type of Insurance: _____
 Contact phone, etc: _____

SERVICES:

- Stallion Management - Thoroughbred
- Stallion Management – Artificial Insemination
- Semen Freezing
- Stallion Breeding
- Frozen Semen Storage
- Epididymal Freeze

BREEDING STALLIONS

STUD FEE

- | | |
|---|-------|
| <input type="checkbox"/> Peppys Boy 895(AQHA) | \$950 |
| <input type="checkbox"/> Hey Houston(AQHA) | \$950 |
| <input type="checkbox"/> Capote's Promise (TB) | \$850 |
| <input type="checkbox"/> Leo Merada (AQHA) | \$500 |
| <input type="checkbox"/> Hot Rod Dually (AQHA) | \$500 |
| <input type="checkbox"/> Hes Pretty Smooth (AQHA) | \$500 |
| <input type="checkbox"/> Sylekt (Arabian) | \$500 |
| <input type="checkbox"/> _____ | _____ |

OWNER INFORMATION

Owner: _____
 Owner Address: _____

Phone No.: _____ Home _____
 _____ Cell _____
 _____ Fax _____

Email address: _____

Agent: _____

Phone No.: _____ Home _____
 _____ Cell _____

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 : _____

BOARD CARE

- Regular mare board \$17.00
- Enhanced mare board- includes grooming, owner provided supplements, turnout and blanketing with owner provided blankets \$4.00

*Wet mare board is \$2.00 more per day

- Stallion management board \$19.00
- Daily stallion board \$22.00

*Stallion board includes daily turn out, blanketing when needed with owner provided blankets, and owner provided supplements.

TERMS AND CONDITIONS

This agreement is entered into this _____ day of _____, 2009, 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 or Mare identified on p.1. above.

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the Stallion or Mare 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 or Mare Owner shall be deemed binding upon the person signing this Contract and the owner of the Stallion or Mare (hereinafter, individually and collectively referred to as the Stallion or Mare Owner).
2. Stallion or Mare Owner agrees that during the period CSU/ERL is in possession of the Stallion or Mare, good equine practice may suggest and/or require the Stallion or Mare be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Stallion or Mare 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 or Mare trimmed or shod at any time by a farrier selected by CSU/ERL. The Stallion or Mare Owner shall pay/reimburse CSU/ERL for the cost thereof upon invoice as set forth in section 7 below.
3. The Stallion/Mare/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/Mare/Frozen Semen and/or pregnant recipient mare and/or *in utero* foal arising out of any undertaking by CSU/ERL under the terms of this provision. Further, Stallion/Mare/Frozen Semen Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL, and its Lessor(s) of the mare(s), 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/Mare/Frozen Semen Owner, or of any person while the mare(s) are under Stallion/Mare/Frozen Semen Owner's possession or control, whether caused by the sole negligent acts or omissions of Lessee or by the concurrent negligent acts or omissions of Lessee), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERL or Lessor), 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 CSU/ERL's Lessor. **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.
4. **IF CSU/ERL IS ACTING AS THE "STALLION MANAGER":**
 - a. The Stallion Manager is employed as an independent contractor – the parties do not intend to create a joint venture, partnership, or any other relationship.
 - b. A Breeding Soundness Exam (BSE) including a test-cooling of the semen is to be performed on the Stallion by the Stallion Manager at no cost to the Stallion Owner to evaluate potential fertility, determine spermatozoal motility after cooling and estimate the number of mares that may be bred during a breeding season.
 - c. CSU/ERL only agrees to enter into this management agreement if results of the aforementioned BSE are satisfactory and the stallion is deemed by CSU/ERL to be a "potentially satisfactory breeder".
 - d. The Stallion Owner is responsible for advertisement of the Stallion and all associated costs.
 - e. During the term of this agreement, the Stallion will stand at the Equine Reproduction Laboratory, 3194 Rampart Road, Ft. Collins, Colorado 80521. The Stallion will be bred by AI or live cover (TB) to mares during an annual season commencing on or about February 1st and ending on or about July 15th, 2009, with specific dates to be determined by the Stallion manager. Semen collection services will be provided on Monday, Wednesday, Friday and Saturday only.
 - f. The breeding contract, including booking fee and stallion breeding fee will be collected and managed by the Stallion Owner. The Stallion Manager will not breed mares to the Stallion without written authorization from the Stallion Owner. The Stallion Owner will provide all information required for registration by the appropriate breed associations. CSU shall make every effort to provide semen or breed mares booked to the Stallion at an appropriate time.
 - g. The Stallion Manager will maintain appropriate records relating to the breeding of the Stallions and furnish the Stallion Owner with a report on or before October 1st of the breeding activity of the Stallion from the preceding breeding season.
 - h. The Stallion Owner will be responsible for fees paid to CSU for board, pregnancy fees, fresh semen collection (on farm) and/or processed/cooled semen collection.
 - i. Mare owners breeding to the Stallion will be charged on a fee-for-service basis. The normal routine fees will apply. Additional services and fees may be required on an as-needed basis.
 - j. All mare-related breeding services or medical treatments provided at CSU/ERL will be billed to the mare owner separately and are to be paid by the Mare Owner before the mare leaves CSU/ERL or at month's end, whichever comes

first. CSU/ERL reserves the right to refuse service to any mare which appears to be unfit for breeding in the opinion of CSU/ERL.

- k. A pregnancy fee will be charged to the Stallion Owner at day 35 post breeding for each mare. This \$200.00 pregnancy fee will be refunded to the Stallion Owner in the event that a mare loses her pregnancy or the mare is open. The Stallion Owner must submit a notice signed by a licensed veterinarian confirming the mare is open to be eligible for the refund,
- l. Should a mare not become pregnant, lose the pregnancy or should the foal not stand and nurse, the Stallion Owner will be responsible for determination if the mare is to be rebred or another mare substituted. In the event of a rebreeding or substitution, upon written notification by the Stallion Owner, the Stallion Manager will continue to perform reproductive services for the Mare Owner on a fee-for-service basis the following year should the parties not reenter a similar contract.

5. FOR MARE OWNERS BREEDING TO STALLIONS STANDING AT CSU/ERL:

- a. Mare owner will pay a non-refundable booking fee of \$150 due upon signing of a contract, which is a portion of the STUD FEE. The remainder of the Fee is due at mare's departure or 35 days pregnant, whichever comes first.
- b. The Stud Fee includes Collection, Evaluation and Insemination or Live Cover. This contract is good for two estrous cycles or two shipments of cooled transported semen. Additional cycles are on a fee for service.
- c. Semen collection services will be provided on Monday, Wednesday, Friday and Saturday. Live covers will be conducted daily as needed basis.
- d. The stud fee does not include any other services not mentioned. All mare (and foal) related treatment or services provided at CSU/ERL will be billed separately and are in addition to the stud fee and will be paid by Mare Owner before mare (and foal) leave CSU/ERL or every 30 days, whichever comes first. CSU/ERL may examine and treat the mare for breeding condition or disease once notification of such treatment has been made to Mare Owner.
- e. Upon arrival, the mare must be halter broken, accompanied by a current health certificate and a current negative Coggins test. The mare must also be current on tetanus, influenza, sleeping sickness, rhinopneumonitis, and West Nile vaccinations. Dry mares must have a current negative uterine culture prior to breeding. Unruly mares will be returned to Mare Owner at Mare Owner's expense and booking fee and all board fees incurred shall be retained by CSU/ERL.
- f. Requests for cooled semen must be made by noon the day prior to shipment and confirmed by 9:00 a.m. MST on the day of shipment. Mare owners are responsible for all fees associated with shipping. Preference for semen (or live cover) will be given to mares at CSU/ERL.
- g. A non-refundable boarding fee will be assessed to Mare Owner by ERL for each day the mare (and foal) are at CSU/ERL, excluding the date of arrival. Boarding fee will be paid before the mare (and foal) leaves CSU/ERL or every 30 days, whichever comes first.
- h. CSU/ERL reserves the right to refuse service to any mare which appears to be diseased or which is unfit for breeding in the opinion of CSU/ERL.
- i. Should the mare not become pregnant, lose the pregnancy or should the foal die at birth, Mare Owner will send notice, signed by a veterinarian within 10 days of determination of same. Mare Owner will be entitled to return the mare during that same breeding season for Stallion service or shall receive a refund for the breeding fee. Mare Owner may substitute another mare upon approval of CSU/ERL during the 2009 breeding season.
- j. Should the stallion die or otherwise become unfit for breeding prior to service, Mare Owner has the option of using the services of another equally valued breeding stallion at CSU/ERL or render this contract null and void.
- k. No breeding guarantee or credit shall apply if mare has not been vaccinated against rhinopneumonitis in the fifth, seventh and ninth months of gestation and the mare aborts due to rhinopneumonitis. In the event of this occurrence, Mare Owner shall not be entitled to any rebreeding or credit.
- l. CSU/ERL shall make every effort to breed the mare at an appropriate time.
- m. CSU/ERL guarantees a live foal, one that can stand alone and nurse unassisted within 24 hours of birth.

6. FOR FROZEN SEMEN STORAGE:

- a. CSU/ERL agrees to store frozen semen from said Stallion.
- b. No more than 4 straws from each collection will be retained for quality control, including cultures post thaw.
- c. Beginning the first of the following month that semen has been stored, storage fees will be applied. Billing will occur after the semen has been stored. Bills will be generated in April and again in October of every year.
- d. 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. Semen Owner will be notified of price increases in writing.
- e. Semen owner agrees to pay all charges associated with shipment of semen and/or testes 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.
- f. CSU/ERL shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement, with proper care, handling and protection according to reasonable standards and practices of the equine industry.
- g. 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/Mare/Frozen Semen Owner agrees to pay **all charges in full** before removing the stallion, mare, frozen semen, foal and/or pregnant recipient(s). At least one-week notice must be given prior to departure of the stallion, mare, frozen semen, foal, and/or pregnant recipient mares to allow preparation of required paperwork. The Stallion/Mare/Frozen Semen Owner is required to make transportation arrangements for stallion, mare, frozen semen, foal and/or pregnant recipients between the hours of 8 am to 5 pm Monday through Friday, unless previous arrangements have been made well in advance. Pregnant recipient mares must be removed from CSU/ERL by the fifth month of gestation.
8. **Stallion, Mare, Frozen Semen, Foal and/or pregnant recipients will not be released if insufficient notice is given or the bill is not paid prior to departure.**
9. 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/Mare/Frozen Semen Owner's accounts with CSU is past due. The Stallion/Mare/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/Mare/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/Mare/Frozen Semen Owner's account(s).
10. Stallion/Mare/Frozen Semen Owner is responsible for any insurance desired on the Stallion, Mare, Foal and/or Frozen Semen. CSU/ERL does not provide insurance.
11. Stallion/Mare/Frozen Semen Owner is responsible for parentage testing of any foal.
12. Stallion/Mare/Frozen Semen Owner is responsible for all Breed Registry rules and regulations including, but not limited to, brand inspections required by law. Stallion/Mare/Frozen Semen Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERL.
13. If at any time CSU/ERL determines, in its sole judgment and discretion, that the Stallion/Mare/Frozen Semen or any Recipient Mare needs to be transferred to the Veterinary Teaching Hospital for medical or surgical treatment, the Stallion/Mare/Frozen Semen owner is responsible for all charges. These charges are to be billed separately by the 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/Mare/Frozen Semen Owner in the event that such transfer is required; however, if Stallion/Mare/Frozen Semen Owner cannot be immediately reached, Stallion/Mare/Frozen Semen Owner hereby authorizes CSU/ERL to initiate such transfer, care and treatment.
14. This contract is non-transferable. If the Stallion/Mare/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.
15. CSU/ERL reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days notice to Stallion/Mare/Frozen Semen Owner.
16. 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/Mare/Frozen Semen Owner hereby authorizes and appoints CSU/ERL to execute any required documents on Stallion/Mare/Frozen Semen Owner's behalf.
17. Stallion/Mare/Frozen Semen Owner will be considered in default of its obligations under this Contract if Stallion/Mare/Frozen Semen Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after CSU gives Stallion/Mare/Frozen Semen Owner written notice thereof. In the event of default by Stallion/Mare/Frozen Semen Owner, 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 lie exclusively in the District Court in and for the County of Larimer, State of Colorado.
18. This Contract constitutes the entire Contract between the parties and supersedes any previous contracts, understandings, or Contracts of the parties, 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.

Additional Provisions:

- When invoices are not paid to CSU/ERL through two billing cycles, a certified letter will be sent to Semen Owner requesting that semen billing is brought current. Stallion semen will be destroyed 30 days from date of certified letter, whether or not received/accepted by Semen Owner if account is not paid in full.

In the event the Stallion or Mare or Foal need to be transferred to the CSU Veterinary Teaching Hospital (VTH) for emergency medical or surgical treatment CSU/ERL will make every attempt to contact the Owner or the authorized emergency contact. If contact attempts are unsuccessful, I _____ authorize CSU/ERL to act as temporary agent on my behalf. I also authorize any medical and/or financial information from the VTH be released to CSU/ERL.

Stallion or Mare Owner/Agent _____

Date: _____

IN WITNESS WHEREOF the Parties have executed this Contract as of the day and year set forth first above.

Signature of Stallion/Mare/Frozen Semen Owner/Agent

Board of Governors of the Colorado State University System,
acting by and through Colorado State University

Print Name

APPROVED: _____ Date _____
Signature of CSU/ERL Authorized Representative Agent

Address of Stallion/Mare/Frozen Semen Owner

By: _____ Date _____
Director of Purchasing or Delegate

City, State Zip Code

Equine Reproduction Laboratory
Colorado State University
3194 Rampart Rd.
Ft. Collins, CO 80521
(970) 491-8626 (phone) (970) 491-7005 (fax)

Phone number of Stallion/Mare/Frozen Semen Owner/FAX number of
Stallion/Mare/Frozen Semen Owner

E-mail address of Stallion/Mare/Frozen Semen Owner

FEE SCHEDULE – 2009 SEASON

This is a few of the services offered at CSU/ERL. Information about additional services and prices are available.

Stallion Services (contract)

Stallion Management - Thoroughbred	See Contract for Details
Stallion Management – Artificial Insemination	See Contract for Details
Stallion Breeding Agreement (CSU)	See Contract for Details (2 breeding cycles)
Semen Freezing Agreement	See Contract for Details
Frozen Semen Storage Agreement	\$25/month per 250 straw increments/stallion

Stallion Services

Breeding Soundness Evaluation (BSE)	\$ 400
BSE and Test Cool	\$ 550 (3 Day Stay)
BSE and Test Freeze	\$ 800 (3 Day Stay)
BSE and Test Cool and Test Freeze	\$1,050 (3 Day Stay)
Test Cool (no BSE)	\$ 275 (Stallion must be cleaned out)
Test Freeze (no BSE)	\$ 500 (Stallion must be cleaned out)
Semen Collection (Clean Out)	\$ 75
Semen Collection (Fresh Breeding)	\$ 125
Semen Collection and Freeze	\$ 425
Semen Collection and Cool	\$ 150
Natural Breeding	\$ 75
Phantom Training per session	\$ 75
Epididymal Sperm Recovery	\$ 250 (non-refundable fee)
Epididymal Sperm Freeze	\$ 450
Equitainer Disposable	\$ 40
Equitainer Rental	\$ 25 (Deposit required)
DryShipper Rental	\$ 75 (Deposit required)

Mare Services

Palpation and Ultrasound	\$ 35.00/exam
Artificial Insemination Beyond 2 Cycles	\$ 32.00/AI
Hormone Treatments	
Prostaglandin	\$ 21.00/treatment
Human Chorionic Gonadotropin (hCG)	\$ 21.00/ treatment
Deslorelin	\$ 25.00/ treatment
Uterine Therapy	
Uterine Lavage	\$ 37.00/treatment
Intrauterine Antibiotics	\$ 32.00/treatment
Oxytocin Treatment	\$ 10.00/treatment
Uterine Culture and Sensitivity	\$ 50.00
Uterine Cytology	\$ 26.00

Farrier Services

Shoeing (basic shoes)	\$125.00
Trim	\$50.00

Miscellaneous Services

Brand Inspection	\$16.00
Coggins Test	\$20.00
Health Certificate	\$26.00
Equine Viral Arteritis Test Serum	\$25
Equine Viral Arteritis Test Semen (VI)	\$40 (does not include collection fee)
Equine Viral Arteritis Test Semen (PCR)	\$50 (does not include collection fee)
EVA Vaccination	\$35