

# CSU/ERL Foaling Contract 2009 Breeding Season



## MARE INFORMATION

Registered Name: \_\_\_\_\_  
 Barn Name: \_\_\_\_\_  
 Breed: \_\_\_\_\_ Age: \_\_\_\_\_  
 Registration No.: \_\_\_\_\_ Color: \_\_\_\_\_  
 Insurance Agency: \_\_\_\_\_  
 Type of Insurance: \_\_\_\_\_  
 Insurance Contact Information: \_\_\_\_\_  
 \_\_\_\_\_

## OWNER INFORMATION

**Owner:** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone No.: \_\_\_\_\_ Home  
 \_\_\_\_\_ Cell  
 \_\_\_\_\_ Fax

Email address: \_\_\_\_\_

### Agent/Additional contact for reproductive procedures:

Name: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Home  
 \_\_\_\_\_ Cell  
 Email address: \_\_\_\_\_

In case of an emergency, please provide us with a **secondary contact** name that can authorize veterinary medical or surgical treatment.

Name: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Home  
 \_\_\_\_\_ Cell

## BOARD CARE

- \$17.00/day **regular**  
 \$ 4.00/day additional **enhanced** – includes grooming, owner provided supplements, turnout, and blanketing with owner provided blankets.

\*Wet mare board is \$2.00 additional per day

**ANY ENTRY FEE IS DUE AT SIGNING OF THIS CONTRACT AND IS NON-TRANSFERRABLE AND NON-REFUNDABLE**

### Services (please check any appropriate box):

\$375.00 Foaling

The Entry Fee for Foaling Service includes video surveillance, Foalert® monitoring, milk calcium screening, NI testing, and colostrum evaluation on the mare. Also included are routine umbilical cord care, administration of an enema, and evaluation of passive antibody transfer in the newborn foal.

Owner/Agent agrees to pay veterinary fees and charges associated with additional, non routine therapy deemed necessary for proper management of the pregnant, foaling or postpartum mare (e.g. oxytocin therapy, uterine lavage or other treatments for retained placenta, etc.) or the newborn foal (e.g. supplementation with additional colostrum and/or plasma, etc.). A list of foaling, post-foaling and newborn foal services is presented at the end of this contract.

This contract does not cover any fees associated with breeding the mare back after foaling.



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## 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 Mare Owner identified on p.1 above. CSU/ERL agrees to provide foaling services for the Mare identified on p.1 above.

1. The person signing this Contract represents and warrants that he/she is the **true and lawful owner** of the Mare, 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 Mare Owner shall be deemed binding upon the person signing this Contract and the owner of the Mare (hereinafter, individually and collectively referred to as the Mare Owner).
2. Mare Owner agrees that during the period CSU/ERL is in possession of the Mare, good equine practice may suggest and/or require the Mare be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the 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 Mare trimmed or shod at any time by a farrier selected by CSU/ERL. The Mare Owner shall pay/reimburse CSU/ERL for the cost thereof upon invoice as set forth in section 6 below.
3. The Mare 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 Mare and/or *in utero* foal and/or foal arising out of any undertaking by CSU/ERL under the terms of this provision. Further, the Mare 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 the Mare Owner, or of any person while the mare is under the Mare Owner's possession or control, arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERL), condition, or storage of the 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. **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. The Mare Owner agrees to pay all **veterinary fees associated with routine care** of the Mare and/or foal and the preparation (e.g. Coggins test, health certificate and brand inspection) for departure after foaling.
5. Mare Owner agrees to **pay all charges in full** before removing the Mare and/or foal. At least one-week notice must be given prior to departure of the Mare and/or foal to allow preparation of required paperwork. The Mare Owner is required to make transportation arrangements between the hours of 8 am to 5 pm Monday through Friday, unless previous arrangements have been made well in advance.
6. **The Mare and/or foal will not be released if insufficient notice is given or the bill is not paid prior to departure.**
7. 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 Mare Owner's accounts with CSU are past due. The Mare Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. The Mare 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 Mare Owner's account(s).
8. Mare Owner is responsible for any **insurance** desired on the Mare and/or foal. CSU/ERL does not provide insurance.
9. Mare Owner is responsible for **parentage testing** of any foal.
10. Mare Owner is responsible for all **Breed Registry rules and regulations** including, but not limited to, brand inspections required by law. Mare 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 Mare and/or foal needs to be **transferred to the Veterinary Teaching Hospital** for medical or surgical treatment, the Mare 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

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Equine Reproduction Laboratory. CSU/ERL will make reasonable efforts to contact Mare Owner or authorized emergency contact in the event that such transfer is required; however, if Mare Owner cannot be immediately reached, Mare Owner hereby authorizes CSU/ERL to initiate such transfer, care and treatment.

12. This **contract is non-transferable**. If the Mare and/or foal is sold or leased, or upon death of the Mare, 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 the Mare Owner.
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, Mare Owner hereby authorizes and appoints CSU/ERL to execute any required documents on Mare Owner's behalf.
15. The Mare Owner will be **considered in default** of its obligations under this Contract if the Mare 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 the Mare Owner written notice thereof. In the event of default by the Mare 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.
16. 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.



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## FEE SCHEDULE – 2009 SEASON

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

### Additional Foaling, Post-Foaling, and Newborn Foal Services

Dystocia	\$ variable with procedure(s)
Induction of Labor	\$ 150.00
Retained Placenta (routine procedures)	\$ 50.00
Colostrum (frozen-thawed)	\$ 75.00 per unit
Seramune <sup>®</sup> Oral IgG (Equine antibody product)	\$ 100.00 per unit
Naso-gastric intubation for colostrum or Seramune <sup>®</sup>	\$ 15.00
Plasma Administration (includes catheter and administration set)	\$ 250.00 per liter
Acetylcysteine enema (for meconium impaction)	\$ 35.00
Pepto-Bismol	\$ 5.00/dose
Bio-Sponge <sup>™</sup>	\$ 7.50/dose
Equidone <sup>®</sup> (domperidone)	\$ 10.00/dose

### Medical Services

Palpation and Ultrasound	\$ 35.00/exam
Hormone Treatments	
Prostaglandin	\$ 21.00/treatment
Oxytocin Treatment (per day)	\$ 15.00/treatment
Uterine Therapy	
Uterine Lavage	\$ 37.00/treatment
Intrauterine Antibiotics	\$ 32.00/treatment

### Daily Board and Farrier Services

Mare Board	\$ 17.00/day
Wet Mare Board	\$ 19.00/day
Enhanced Mare Board	\$ 21.00/day
Basic Shoeing	\$ 125.00
Trim	\$ 50.00

### Miscellaneous Services

Brand Inspection	\$ 16.00
Coggins Test	\$ 20.00
Health Certificate	\$ 26.00