

STALLION BREEDING CONTRACT

This Stallion Breeding Contract, hereinafter, "Agreement", entered into this ____ day of _____, 20__, between Shelby Larson, hereinafter, "Stallion Owner", and _____, hereinafter, "Mare Owner". Stallion Owner is the operator of the horse breeding program conducted at Cuttin' Loose Stables, hereinafter, "Facility", in Minot, North Dakota. Stallion Owner warrants that she is the legal owner of Smokes Navajo, hereinafter "Stallion", a 1993, sorrel and white overo horse, APHA No. 247,339; PtHA No. 137,059; AQHA No. Pending.

1. **Breeding Privilege:** Mare Owner agrees to breed its mare _____ registration No. _____, hereinafter, "Mare", to Stallion via live cover or shipped semen during the 20__ breeding season except as further set forth herein. The normal breeding season shall be defined as from February 1st until July 20th of the year involved, unless otherwise published. The Mare is: ___ Maiden; ___ Open; ___ In Foal & Last Bred _____; ___ Wet Mare, Foaled _____. Will Embryo Transfer be done from this breeding: ___yes ___no.

2. **Fees and Charges:** The fees for the Breeding Privilege, payable by the Mare Owner to the Stallion Owner, are as follows:

2A.

Stallion Service Fee:	\$750.00	Approval
less discounts:		
Multiple Mare* (50%)	\$ _____	_____
Third (or more)* Mare(s) (70%)	\$ _____	_____
*Not Applicable with any additional discounts		
Money/Point Earner** (35%)	\$ _____	_____
**Not Applicable with any Producer discounts		
Money/Point Producer (20%)	\$ _____	_____
Color Producer (10%)	\$ _____	_____
Repeat Client (\$50.00)	\$ _____	_____
Other not listed:		
 Semen Collection Fee (shipping additional)	 \$150.00	
<u>Service Fee After Discount(s):</u>	\$ _____	
Non-Refundable Booking Fee: (Included in Stallion Service Fee)	\$ <u>250.00</u>	
Office Use Only:	Check No. _____	
Payment Received _____	Cash _____	Receipt No. _____
	Paypal _____	
Scheduled Arrival Date: _____	Actual Arrival Date: _____	Time: _____
Scheduled Depart Date: _____	Actual Depart Date: _____	Time: _____

The Booking Fee is included in the Stallion Service fee. The Booking Fee is due and payable upon the execution of this Agreement. The balance of the Stallion Service Fee is due and payable at the time the Mare arrives at the Facility. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

3. **Cooled Semen Collection / Shipment Fees:** (applicable only to cooled transported semen breedings) \$150.00 for each shipment by Federal Express and \$100.00 for each semen pick-up. Mare Owner agrees to return container to the Stallion Owner in a timely manner at Mare Owner's expense. Mare Owner shall notify Stallion Owner of its request for a cooled semen shipment no later than 48 hours prior to requested shipment for requested shipments by Federal Express. All fees and charges due under this Agreement must be paid prior to any shipment. Stallion Owner may refuse to make any shipments to Mare Owner if Stallion Owner believes that the Mare is not healthy and in sound breeding condition. Upon receipt of the shipment, Mare Owner shall try diligently to settle the Mare and shall use all diligence and care in the insemination of the Mare.

3A. **Shipments are subject to the following:**

Mare Owner's Federal Express #: _____

Stallion Owner shall not be held responsible for costs arising from shipments lost, damaged or delayed in transit.

Semen will be shipped upon availability. Mares on-site at have priority over shipped semen mares. Stallion is collected by advance appointment/notice only. Every effort will be made to fit the mare's breeding time frame, however, it is the Mare Owner's responsibility to keep in contact with Stallion Owner so that your veterinarian and can get your mare in foal without missed heat cycles and delayed shipments.

Semen will be shipped priority Monday through Friday via Federal Express at mare owner's expense. If your vet feels the semen must be shipped counter-to-counter, same day service, these fees will be charged to Mare Owner at cost.

You must give 48 hour advance notice to Stallion Owner prior to desired shipment. If your veterinarian, after checking your mare feels a Monday shipment is necessary, you must contact Stallion by 8:00am CST/CDT Saturday. All shipment requests must be confirmed or canceled by 9:00 AM (CST/CDT) the day of shipment. Failure to follow this procedure may mean Stallion Owner is unable to ship semen for your mare.

The Equitainer or other shipment container, MUST be returned, with all components (ie. Coolant cans, ballast bags, etc.) complete and in good condition, by Mare Owner, at Mare Owner's expense, to Stallion Owner within 72 hours (3 working days) of receipt. Failure to do so will cost Mare Owner a \$50.00 per day late fee and/or cost of damaged parts replacement. These fees must be paid prior to a further shipment or be deducted from container deposit if no additional shipment is necessary. At the same time the properly completed and signed copy of the Collection/Insemination Certificate must be returned to Stallion Owner - failure to return form may result in mare's name being left off breeding report.

4. **Breeding of Mare by Cooled Transported Semen.** Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all AQHA, APHA, PtHA and any other registry applicable to Mare Owner requirements concerning the use and handling of Cooled Semen. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare Owner agrees to use his best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named in this Agreement and no other.

AS THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY, STALLION OWNER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. STALLION OWNER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.

5. **Multiple Embryo Transfer.** If more than one embryo is produced from a breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Stallion Owner within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay Stallion Owner the Stallion Service Fee for each pregnancy.
6. **Board and Veterinary Charges:** Mare Owner agrees to pay all board and other veterinary expenses incurred by the Mare and/or her offspring while in the care of Stallion Owner. These expenses are due and payable upon departure of the Mare from the Facility. The Mare shall remain at the Facility for a sufficient time (no more than two cycles) to allow Stallion Owner to diligently attempt to settle the Mare; or until a positive pregnancy check is performed by or under the supervision of a veterinarian at 14-18 days after exposure to the Stallion; or for the period of _____ days as agreed by the parties. If the Mare and offspring have not departed from the Facility within 90 days of delivery, and written arrangements for additional board are not made prior to the 90th day, the Mare and any offspring will be considered abandoned and Stallion Owner may foreclose as set forth in this Agreement.
- 6A. Mare Owner shall be responsible for payment of boarding fees for the keeping and ordinary care of the mare and/or offspring at the rate of \$7.00 per day dry and \$9.00 per day wet. Mare must be delivered between 8:00a.m. and 6:00p.m. on the scheduled arrival date and depart before 2:00p.m. on the

scheduled departure date. Mare Owner must give Stallion Owner no less than 24 hours notice of any proposed change in scheduled arrival and/or departure. Failure to give notice of change, or any not mutually agreed upon deviation from the specified time frames will result in the charge of additional daily board at Stallion Owner's discretion.

6B. Stallion Owner agrees to provide reasonably suitable facilities for the care of the Mare and offspring and feed in the following manner:

- (i) Unlimited access to water
Hay two (2) times per day (unless otherwise agreed)
Grain and/or Supplements (**must be provided by Mare Owner**)

Feed requirements other than above: _____

7. **Late Payments and Security Interests:** Stallion Owner may charge Mare Owner interest calculated at the rate of 1.5% per month for any expenses and fees not received by Stallion Owner on or before the date due. The Mare and offspring will not be released until the Stallion Service Fee, all veterinary expenses, board bills, and any other charges incurred on behalf of the Mare and/or offspring have been paid to Stallion Owner in full. To secure the payment of these fees and expenses, Mare Owner grants a security interest in the Mare and her offspring on the Facility to Stallion Owner (to be perfected by attaching a copy of this Agreement to an Agister's Lien together with any other necessary documentation and filing such documents with either the local County Recorder or the North Dakota Secretary of State). Stallion Owner has no obligation to release the Mare and her offspring to Mare Owner or to issue a Breeders Certificate until Mare Owner has paid all fees and expenses incurred on behalf of the Mare and/or her offspring. Mare Owner assumes and agrees to pay all charges, expenses, attorney's fees & costs and any other related costs incurred in the collection of any amounts due. If the account is not paid within 60 days of the due date, Stallion Owner may foreclose and sell the Mare and her offspring, if any, pursuant to the Uniform Commercial Code at either public or private sale and apply the proceeds first to all attorney's fees & costs and costs of sale incurred in relation to the foreclosure of the security interest, second 10% of the total sale price payable to Stallion Owner as industry standard sale commission, and the balance to outstanding amounts owed to Stallion Owner. Further, in this event, Mare Owner agrees to deliver to Stallion Owner the original registration papers and properly executed transfer papers for the Mare and her offspring. If Mare Owner refuses to execute all necessary transfer documents and deliver registration papers after default, Mare Owner agrees to pay the amount necessary for the cost of obtaining a new registration certificate.

8. **Condition and Treatment:** Mare Owner warrants that it is the owner of record of the Mare. Mare Owner agrees and certifies that when delivered to the Facility, or when bred via shipped semen, the Mare will be:

- a. healthy;
- b. halter broke;
- c. free from known infectious, contagious and/or transmissible diseases;
- d. free from external parasites;
- e. free from and not exposed to *Streptococcus Equi* (Strangles/ Distemper) within 90 days prior to delivery;
- f. currently vaccinated for Equine Viral Arteritis (EVA), Influenza, Equine Herpes Virus types 1 and 4 (EHV-1 EHV-4), Tetanus, Eastern and Western Equine Encephalomyelitis (EEE, WEE).
(It is recommended, but not required that the Mare also be vaccinated for West Nile Virus, VEE, Strangles and Rabies);
- g. in sound breeding condition
- h. if open, have a negative uterine culture dated within 30 days prior to delivery; and
- i. registered with either the American Quarter Horse Association (AQHA), the American Paint Horse Association (APHA), the Jockey Club (JC), the Pinto Horse Association of America (PthA), or the Appaloosa Horse Club (ApHC) (other registries upon agreement only).

Legible copies of a Negative Coggins dated within 6 months prior to delivery, both sides of the Mare's registration papers, and for mares coming from outside the state of North Dakota a veterinary health certificate dated within 20 days prior to delivery, shall either be attached to this Agreement or shall be sent to Stallion Owner prior to or upon the Mare's arrival at the Facility. Mare Owner shall also execute the "Health Certification" addendum attached to this Agreement. Mare Owner shall also provide upon Stallion Owner's request vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by Stallion Owner for the care and health of the Mare and her offspring. Failure to furnish the required documents and/or failure of the Mare to meet any qualifications herein will be authorization for Stallion Owner to perform such services as deemed necessary for the Mare's well being at Mare Owner's expense. Mare Owner hereby agrees that Stallion Owner reserves the right to refuse service to any mare should the Mare fail to meet any of the qualifications herein or should the Mare appear, in the Stallion Owner's opinion, diseased, unruly, or unfit for breeding.

9. **Care of Mare and Foal:** Stallion Owner, her subsidiaries, affiliates, servants, agents or employees, shall prepare each Mare for breeding and shall conduct the breeding and post breeding care. Stallion Owner shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, Mare Owner waives all claims against the Facility, its owners, subsidiaries, affiliates, servants, agents or employees and Stallion Owner, her subsidiaries, affiliates, servants, agents or employees for the sickness, injury, or death of the Mare and/or her offspring from matters beyond Stallion Owner's reasonable control or resulting despite the rendering of reasonable and ordinary care. Stallion Owner shall diligently try to settle the Mare; however, if for any reason a Mare does not settle, Mare Owner waives any claim against Stallion Owner. Stallion Owner's veterinarian may examine the Mare for normal breeding conditions and may administer care as Stallion Owner reasonably deems necessary for the health and safety of the Mare and her offspring. Mare Owner consents to the administering of all medical care for the Mare and her offspring that Stallion Owner reasonably deems necessary. Mare Owner grants to Stallion Owner the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the Mare and her offspring, Stallion Owner shall attempt to contact Mare Owner by telephone prior to taking any required action, but Stallion Owner's inability to contact Mare Owner does not abrogate the authority granted to Stallion Owner by Mare Owner.
10. **Release of Breeder's Certificate:** Breeder's Certificate(s) shall be released upon payment terms and all other terms outlined in this Agreement, and upon the receipt by Stallion Owner of 2 color photographs of the resulting foal, (digital is preferred, but not required). One of each of the left and right sides, clearly visible, unobstructed views. Stallion Owner may use such photographs in any way she deems fit, and Mare Owner waives any and all claims to the images and their use.
11. **Live Foal Guarantee:** Live Foal Guarantee shall pertain only to mares pronounced 45 days safe in foal and confirmed in writing by a licensed veterinarian. "Live Foal" means that the foal resulting from the breeding stands, nurses and survives for 24 hours postpartum. If the Mare fails to produce a live foal from the Breeding Privilege granted by this Agreement, Mare Owner may re-breed the Mare (or a substitute mare mutually agreed upon by Mare Owner and Stallion Owner) during the same or immediately subsequent breeding season. Mare Owner may not assign this re-breeding or substitute any other mare for the Mare under this Agreement, without the prior written consent of Stallion Owner. Any attempted assignment without the prior consent of Stallion Owner will, at the option of Stallion Owner, terminate this Agreement and release Stallion Owner from all obligations hereunder. This re-breeding privilege is conditioned upon Stallion Owner receiving written notice from Mare Owner within 14 days, after foaling or aborting, that the Mare did not produce a live foal. This notice must be accompanied by, or the following furnished upon demand of the Stallion Owner:
- a. a certificate from the attending veterinarian that no live foal was born;
 - b. a return of the breeder's certificate (if any);
 - c. a certificate of yearly EVA vaccine, EHV-1 and EHV-4 vaccinations at 5,7,and 9 months of pregnancy, regular 8 week deworming, nutrition adequacy, and that the Mare did not ingest fescue pasture or hay within the 90 days prior to foaling.
 - d. certification from the attending veterinarian that the Mare is of sufficient breeding soundness.
- No additional Booking Fee or Stallion Service Fee will be charged for the Mare on this re-breeding privilege, unless Mare Owner requests to use collected semen and Stallion Owner agrees, but Mare Owner is responsible for paying Stallion Owner all of the other applicable charges listed in this Agreement that are incurred on behalf of the Mare and/or her offspring. This re-breeding privilege is void and Stallion Owner will be released from all liability if:
- a. the Mare is removed from the Facility before the Mare is checked in foal by Stallion Owner, unless the removal is approved by Stallion Owner, or
 - b. the Mare is sold by Mare Owner prior to foaling, unless Stallion Owner has been informed of the sale and approves the transfer of the live foal guarantee.
- If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding during the same or immediately subsequent season, then any and all fees paid shall not be refundable and this contract is hereby cancelled.
12. **Insurance:** Stallion Owner will not carry insurance on the Mare or her offspring. Mare Owner may carry insurance on its horses as it so chooses. If the Mare Owner elects to insure the Mare and her offspring, then Mare Owner shall inform its insurance carrier of the location of the horses and shall provide Stallion Owner with insurance carrier information.
13. **Termination:** If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of Stallion Owner, this Agreement will, at the option of Stallion Owner, immediately terminate, but Mare Owner shall continue to be responsible for payment to Stallion Owner for all expenses incurred by Stallion Owner on behalf of Mare Owner prior to the Mare and her offspring being removed from the Facility. The Stallion Service Fee (less the Booking Fee) will be refunded. Stallion Owner and Mare Owner will be released from any further obligations under this Agreement.

14. **Limited Liability:** The Stallion Owner, Facility and their owners, subsidiaries, affiliates, servants, agents, contractors or employees, whether acting in their own right or as agent of the Mare Owner, are not liable to Mare Owner as a result of, relating to or in any way arising out of: (a) death, injury, escape, illness or disease of the Mare or her offspring; (b) death of, or harm to, the Mare Owner; or (c) loss of or damage to personal property belonging to the Mare Owner, however caused, including, but not limited to the negligence or default of the Stallion Owner and/or Facility and their owners, subsidiaries, affiliates, servants, agents, contractors or employees. Mare Owner further agrees to assume all risk of injury, sickness, disease, theft or death to said Mare and/or her offspring. This shall include, but is not limited to, any personal injury or disability that may occur to Mare Owner, its agents, employees, or guests, while on Facility premises. Mare Owner further agrees to follow, and agrees to direct its agents, employees, or guests on Facility premises to follow, any Stallion Owner or Facility Rules and Regulations for conduct on its premises.
15. **Indemnification:** Mare Owner agrees to indemnify and hold Stallion Owner and/or Facility, their owners, subsidiaries, affiliates, servants, agents or employees harmless for any loss or injury due to acts of said Mare while on the premises of the Facility and/or under the control of Stallion Owner, except where caused by the negligence of Stallion Owner, its owners, subsidiaries, affiliates, servants, agents, contractors or employees.
16. **Captions or Headings:** Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.
17. **Entire Agreement/Governing Law/Venue:** This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. North Dakota law governs this Agreement, all of the terms and provisions of which are performable in Ward County, North Dakota. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in Ward County, North Dakota.
18. **Notices:** Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, or an overnight delivery service, to the addresses set forth below. Notices are deemed given when received. Either party may change its address by written notice to the other party.

STALLION OWNER:

MARE OWNER:

Shelby Larson

By: _____
(Printed Name)

Physical Address:
3400 11th Ave. SW
Minot, ND 58701

Physical Address:

Mailing Address:
P. O. Box 3129
Minot, ND 58702-3129

Mailing/Billing Address: (if different from above)

Cell: 701-721-3905
Facility: 701-839-8987
email: info@smokesnavajo.com

Cell: _____
Office: _____
Home: _____
Fax: _____
email: _____

INSTRUCTIONS: Sign and return two copies of this Contract for each mare before _____. Your copy of the fully executed Contract will be returned. The Mare will not be bred to the Stallion until both parties have signed this Contract.

DATE RECEIVED: _____ DATE RETURNED: _____

**ADDENDUM:
HEALTH CERTIFICATION**

I, _____ owner of _____, Registration No. _____, named on the Stallion Breeding Contract, certify the following:

items in **bold are required for both shipped semen and on farm service)**

Vaccinations and Parasite Control: (Vaccinations in red are not required, but recommended)

Description:	Dates Given:
Equine Viral Arteritis (EVA)	
Influenza	
Tetanus	
Equine Herpes Virus (EHV-1 & EHV-4)	
Eastern and Western Equine Encephalomyelitis (Sleeping Sickness - EEE & WEE)	
<i>Streptococcus Equi (Strangles)</i>	
<i>Venezuelan Equine Encephalomyelitis (VEE)</i>	
<i>West Nile Virus (WNV)</i>	
<i>Rabies</i>	
Deworming (specify product used)	

Vices, Habits, Temperament:

Yes	No	UNK	Description:
			Bites, kicks, rears or strikes at handlers, at other horses, or at Stallion during teasing or breeding/ insemination
			Pulls when led or tied
			Can be hobbled (breeding or other)
			Mare has been bred before (specify type: hand, chute, pasture, AI, other)
			Mare has been treated before for uterine infection (specify type: Streptococcus, E. Coli, Klebsiella, Pseudomonas, or other)
			Mare has had uterine biopsy or culture (if yes, provide copies of reports)
			Mare readily shows signs of estrus (heat) and displays normal 21 day estrous cycle (if no, please explain)
			Can be turned out with other mares belonging to same owner
			Can be turned out with any other horses
			Any other behavioral/habitual problems or abnormalities (list and describe)
			allergies, special health or feed issues, or requires special treatment (list and describe)

Dated this _____ day of _____, 20__.

Sign: _____
Print: _____