

**ON SITE
BREEDING CONTRACT**

COLOR ME A PAINT RANCH
2272 VZCR 2146
WILLS POINT, TEXAS 75169
(903) 873-8080 (214) 280-8589
www.ColorMeAPaint.com
E-mail: PaintdByGunsmoke@hotmail.com

NAME: _____ DATE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: (Res) _____ (Bus) _____ (Cell) _____

I HEREBY AGREE TO BREED THE MARE:

NAME _____

REG. NO. _____ BREED: _____ AGE: _____ COLOR: _____

TO THE STALLION: **PAINTD BY GUNSMOKE** REG. NO. **299,838** STANDING AT EQUINE REPRODUCTIVE SERVICES CENTER DURING THE 2007 BREEDING SEASON. STUD FEE: \$500.00. UNDERSTAND THAT \$ 150.00] OR SIGNED ERS MARE CONTRACT OF \$250.00[] MUST BE INCLUDED AS A NON-REFUNDABLE BOOKING/CHUTE FEE. BREEDING SEASON WILL START IN FEBRUARY AND END IN JULY.

COLOR ME A PAINT RANCH, HEREIN REFERRED TO AS CMAPR.

EQUINE REPRODUCTIVE SERVICES, HEREIN REFERRED TO AS ERS

MARE OWNER AGREES TO THE FOLLOWING ERS POLICIES:

1. MARE OWNER AGREES TO SUPPLY A COPY OF REGISTRATION PAPERS (FRONT AND BACK) WHEN MARE IS DELIVERED TO ERS FOR BREEDING. MARE SHOULD BE CURRENT ON ALL VACCINATIONS, DE-WORMING AND HAVE A NEGATIVE COGGINS WITHIN THE LAST 12 MONTHS.
2. NEITHER ERS NOR ITS AGENT(S) WILL BE RESPONSIBLE FOR ACCIDENT, INJURY, DISEASE, OR DEATH TO THE MARE, FOAL TO BE BORN, OR FOAL CURRENTLY AT HER SIDE. CMAPR AND AGENTS AGREE TO EXERCISE THEIR BEST JUDGMENT IN PREVISION AND CARE. MARE OWNER WILL BE NOTIFIED SHOULD SOME PROBLEM ARISE.
3. MARE OWNER WILL BE RESPONSIBLE FOR PAYING ALL EXPENSES OF BREEDING AND BOARDING

DURING MARES STAY AT ERS. THIS WILL BE DUE AND PAYABLE IN FULL AT THE TIME OF MARES DEPARTURE.

4. MARE OWNER ASSUMES RESPONSIBILITY OF ALL VETERINARY EXPENSES OR OTHER RELATED EXPENSES THAT MAY OCCUR DURING BREEDING.
5. ERS AND AGENT(S) HAVE MY PERMISSION TO CHECK THE MARE FOR NORMAL BREEDING SOUNDNESS AND TO RENDER ANY TREATMENT OR IMMUNIZATION, WHICH MAY BE NECESSARY. THE EXPENSE OF THIS SERVICE WILL BE CHARGED TO MARE OWNERS ACCOUNT.
6. ERS AND/OR AGENT(S) WILL DO EVERYTHING POSSIBLE TO GET THE MARE IN FOAL. THIS MAY BE THROUGH A.I. OR LIVE COVER WHICH EVER IS NECESSARY AT THE DISCRETION OF ERS AND OR AGENT (S).
7. IF MARE IS NOT CHECKED IN FOAL AFTER TWO (2) HEAT CYCLES, A VET EXAMINATION OF MARES REPRODUCTIVE TRACT IS REQUIRED BEFORE BEING BRED FOR A THIRD (3) TIME.

ON FARM BREEDING FEES (IF \$150.00 CHUTE FEE CHOSEN)

1. THE CHARGE TO A.I. A MARE IS \$20.00
2. THE CHARGE TO CHECK MARE FOR OPTIMAL BREEDING TIME IS \$25.00 PER SCAN
3. ANY CHARGES FOR TRANQUILIZERS, PROSTIN, HCG OR OVUPLANT WILL BE BILLED TO YOU AT NORMAL RATES, AS THE DRUG PRICES FLUCTUATE.

MARE CARE/BOARDING FEES

FEES ARE AS FOLLOWS:

\$ 10.00 DRY MARE
\$12.00 WET MARE

CMAPR LIVE FOAL GUARANTEE

1. SHOULD THE MARE DIE BEFORE BECOMING IN FOAL OR BECOMES UNFIT FOR BREEDING, THE MARE OWNER MAY SUBSTITUTE A MARE OF HIS OR HER CHOICE UPON THE APPROVAL OF CMAPR.
2. IN THE EVENT THE MARE IS DECLARED IN FOAL AND ALL FEES ARE PAID IN FULL AND THE MARE DOES NOT PRODUCE A LIVE FOAL (A LIVE FOAL BEING DESCRIBED AS ONE THAT STANDS, NURSES AND LIVES 24 HOURS). SHE WILL BE ALLOWED A REBREED IF VET CHECKED SOUND FOR BREEDING. THE REBREED MUST BE USED WITHIN THE FOALING YEAR 2008 BREEDING SEASON, FEBRUARY THROUGH JULY. THIS GUARANTEE WILL APPLY ONLY IF CMAPR IS NOTIFIED WITHIN FORTY-EIGHT (48) HOURS FROM THE TIME OF DEATH. A STATEMENT FROM A LICENSED VETERINARIAN MUST FOLLOW WITHIN 10 DAYS.

3. IF MARE ABSORBS OR ABORTS HER PREGNANCY SHE WILL BE ALLOWED A REBREED THE FOLLOWING YEAR 2008 BREEDING SEASON, FEBRUARY THROUGH JULY.

CMAPR COLOR FOAL GUARANTEE (ADDITIONAL \$200.00 NOT INCLUDED IN STUD FEE)

I

IF MARE BEING BRED IS REGISTERED IN THE AMERICAN PAINT HORSE ASSOCIATION (REGULAR REGISTRY), CMAPR GUARANTEES A COLORED FOAL. A COLORED FOAL IS DESCRIBED AS HAVING ENOUGH WHITE TO BE REGISTERED IN THE APHA REGULAR REGISTRY. IF FOAL IS BORN SOLID, CMAPR REQUIRES (4) PHOTOS OF FOAL WITH DAM, ONE OF EACH SIDE AND ONE FRONT AND BACK. IF DEEMED SOLID, A REBREED WILL BE ALLOWED. THE REBREED MUST BE USED WITHIN THE SOLID FOALS FOALING YEAR 2007 BREEDING SEASON FEBRUARY THROUGH JULY. ALSO TO BE NOTED, IF AT ANYTIME THE SOLID FOAL BECOMES ELIGIBLE FOR REGULAR APHA REGISTRATION PAPERS, MARE OWNER IS RESPONSIBLE FOR STUD FEE.

A. REBREED STUD FEE WILL APPLY AT \$150.00 PER COLLECTION AND SHIPMENT.

COLOR FOAL GUARANTEE INCLUDED IN CONTRACT: YES _____ NO _____

CHANGE OF OWNERSHIP AND STUD FEE CREDITS

1. IF THE MARE HAS NOT BEEN DECLARED IN FOAL, ANY STUD FEE CREDIT WILL BE HONORED TO THE OWNER FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE MARES LAST SERVICE, AFTER WHICH ALL OBLIGATIONS OF CMAPR CEASES.

2. THIS CONTRACT AND ITS GUARANTEES CAN BE TRANSFERABLE UPON THE WRITTEN APPROVAL OF CMAPR AND UPON A NEW CONTRACT BEING SIGNED.

BREEDERS CERTIFICATE

A BREEDERS CERTIFICATE WILL BE ISSUED FOR THE FOAL, CONCEIVED BY THIS MATING WHEN STALLION FEE AND ALL OTHER EXPENSES HAVE BEEN PAID IN FULL AND WHEN MARE HAS PRODUCED A LIVE FOAL.

WARRANTIES-GUARANTEES-LIABILITIES-ETC.

1. MARE OWNER FULLY UNDERSTANDS, AUTHORIZES AND ASSUMES THE SPECIAL RISKS INHERENT IN BREEDING AND TRANSPORTING HORSES, AND ACKNOWLEDGES THAT MORTALITY AND OTHER INSURANCE IS SOLELY THE MARE OWNERS RESPONSIBILITY.

2. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MARKETABILITY OR OTHERWISE AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, TO THE FULL EXTENT PERMITTED BY LAW. IN NO EVENT SHALL MARE OWNERS REMEDY EXCEED THE AMOUNT OF THE FEE PAID FOR SERVICES RENDERED.

3. SHOULD EITHER PARTY BREACH THIS CONTRACT, THE BREACHING PARTY SHALL PAY FOR THE OTHERS COURT COST AND ATTORNEY'S FEES RELATED TO SUCH BREACH.

THIS CONTRACT SHALL BE INTERPRETED AND ENFORCED UNDER THE LAWS OF THE STATE OF TEXAS AND COUNTY OF VAN ZANDT.

WHEN MARE OWNER AND CMAPR SIGN THIS CONTRACT, IT WILL THEN BE BINDING ON BOTH PARTIES. SUBJECT TO THE EXPRESSED TERMS AND CONDITIONS.

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ DAY OF _____ YR 2007

SIGNATURE OF MARE OWNER OR LESSEE _____

SIGNATURE OF COLOR ME A PAINT RANCH _____

BOOKING/CHUTE FEE OF \$ 150.00 [] OR \$250.00 [] RECEIVED _____

STUD FEE \$ _____

COMMENTS:

