

SHIPPED SEMEN CONTRACT

Color Me A Paint Ranch

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Wills Point, Texas 75169
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MARE OWNER NAME: _____ DATE: _____

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

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

COLOR ME A PAINT RANCH "STALLION OWNER" HEREINAFTER REFERRED TO AS **CMAPR**.

I, _____ HEREIN AFTER REFERRED TO AS "MARE OWNER",
HEREBY REQUEST A BREEDING TO THE STALLION, **Paintd By Gunsmoke**
APHA REG. #299,838

STANDING AT **Equine Reproductive Services** HEREINAFTER REFERRED TO AS **ERS**

WHEREAS, MARE OWNER, OWNS/LEASES THE MARE NAMED _____

BREED _____ REG.# _____.

MARE OWNER WANTS TO BREED SAID MARE TO SAID STALLION DURING THE 2007 BREEDING SEASON.

The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare certified by the attending veterinarian not to be, in his opinion, in sound breeding condition, shall not be bred. In the event a mare is found to be not sound for breeding, the mare owner may request attending veterinarian to treat the mare before breeding or substitute another mare within that breeding season.

1. **2007 BREEDING FEE:** \$500.00 (INCLUDES A NON-REFUNDABLE BOOKING FEE OF \$150.00). CHUTE FEE OF \$150.00 WHICH INCLUDES FIRST SHIPMENT. THE BREEDING FEE MUST BE PAID IN FULL BEFORE SEMEN IS SHIPPED. ADDITIONAL COLLECTIONS NEEDED WILL BE BILLED AT \$150.00 PER COLLECTION, SHIPPING INCLUDED. CHECKS REQUIRE FIVE (5) DAYS TO CLEAR. FOR YOUR CONVENIENCE CREDIT CARDS ARE ACCEPTED .

2. WE DO NOT CHARGE A DEPOSIT FOR OUR SHIPPING CONTAINERS, HOWEVER IF ANY PARTS ARE MISSING, COST TO REPLACE PARTS WILL BE BILLED TO MARE OWNER. WE ASK THAT OUR SHIPPING CONTAINERS BE DELIVERED BACK TO ERS WITHIN FOUR (4) DAYS OF RECEIPT, AT MARE OWNER'S EXPENSE . IF CONTAINER IS NOT RETURNED WITHIN (7) DAYS THE MARE OWNER WILL BE BILLED \$50.00 FOR REPLACEMENT COSTS.

3. **REQUEST FOR SEMEN:** ERS AGREES TO PROVIDE MARE OWNER SEMEN WHEN REQUESTED,

DEPENDING UPON AVAILABILITY. SEMEN SHIPMENTS WILL BE FILLED IN THE ORDER THEY ARE RECEIVED. SHIPMENTS WILL BE INSURED TO COVER ONLY SHIPPING CONTAINER REPLACEMENT AND COLLECTION FEE COSTS. ERS NOR CMAPR SHALL NOT BE HELD LIABLE FOR DELAYS IN THE DELIVERY OF SEMEN OR SEMEN THAT IS LOST IN SHIPMENT OR MISHANDLED IN ANY MANNER ONCE IT LEAVES THE POSSESSION OF ERS.

A. IT IS REQUESTED THAT THE BREEDING BE DONE BY A VETERINARIAN FAMILIAR WITH EQUINE REPRODUCTION AND SHIPPED SEMEN.

B. PLEASE NOTIFY ERS THE DAY YOUR MARE COMES INTO HEAT.

C. ERS MUST RECEIVE REQUEST FOR SEMEN BY 4 P.M. CENTRAL STANDARD TIME PRIOR TO THE DAY OF SHIPMENT. WHILE MANY EARLY-MORNING REQUESTS CAN BE PROCESSED AND SHIPPED THE SAME DAY, PRIOR COMMITMENTS/REQUESTS OR SHIPPING COMPANY SCHEDULES MAY NOT BE IDEAL, MAKING QUICK RESPONSE DIFFICULT. SHORT-NOTICE REQUESTS WILL ALWAYS BE ACCOMMODATED IF POSSIBLE, BUT AT THE SOLE DISCRETION OF ERS.

D. SEMEN MAY BE ORDERED AND PICKED UP FROM ERS, THE COLLECTION FEE WILL APPLY.

E. WE DO SHIP EVERYDAY, COUNTER TO COUNTER THROUGH THE AIRPORT, THE CHARGE FOR THIS IS \$ 200 IN ADDITION TO THE FLIGHT COST.

4. PREGNANCY CHECK: MARE OWNER AGREES TO HAVE THE MARE EXAMINED BY AN EARLY ULTRASOUND SCAN BETWEEN 14 AND 18 DAYS FROM THE LAST DAY SHE WAS INSEMINATED AND NOTIFY ERS OF HER PREGNANCY STATUS. IF MARE CHECKS IN FOAL (PREGNANT), IT IS SUGGESTED THAT THE PREGNANCY BE CHECKED AGAIN AT 45 DAYS.

5. LIVE FOAL GUARANTEE:

A. 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.

B. 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 BE APPLIED ONLY IF THE COLOR ME A PAINT RANCH IS NOTIFIED WITHIN 48 HRS. FROM THE TIME OF DEATH. A STATEMENT FROM A LICENSED VETERINARIAN MUST FOLLOW WITHIN 10 DAYS.

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

D. MARE MUST BE VACCINATED WITH FLU/RHINO AT 5,7 AND 9 MONTHS OF GESTATION.

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

6. CMAPR COLOR FOAL GUARANTEE: (ADDITIONAL \$200.00 NOT INCLUDED IN STUD FEE) : 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 _____

7. REGISTRATION OF FOAL: CMAPR AGREES TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE REGISTRATION OF THE FOAL RESULTING FROM THE BREEDING. CMAPR WILL NOT BE RESPONSIBLE FOR REGISTRATION OR DNA TESTING FEES FOR THE FOAL OR MARE.

8. CONTRACT IN FORCE: A PHOTO COPY OF MARES REGISTRATION PAPERS (BOTH SIDES) MUST BE RETURNED WITH THIS CONTRACT WHEN COLOR ME A PAINT RANCH SIGNS, DATES, AND RETURNS A COPY OF THIS CONTRACT TO MARE OWNER, IT WILL BECOME THE BINDING CONTRACT OF BOTH PARTIES. THIS CONTRACT IS NOT TRANSFERABLE WITHOUT WRITTEN APPROVAL OF CMAPR AND UPON A NEW CONTRACT BEING SIGNED.

9. 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 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.

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

SIGNATURE OF MARE OWNER OR LESSEE:

DATE: _____

SIGNATURE OF COLOR ME A PAINT RANCH

_____ DATE: _____

STUD FEE: _____ RECEIVED: _____ CHUTE FEE: _____ RECEIVED: _____