

COLTS UNLIMITED LLC

467 Lewis Street • Sheridan, WY 82801
(307) 683-8381 home • (307) 752-2008 cell • (307) 673-0536 fax • chcarrel@vcn.com

THIS AGREEMENT entered into this _____ day of _____, 200__ by and between Colts Unlimited (CU) hereinafter referred as "**Stallion Owner**", and _____ hereinafter known as "**Mare Owner**".

1. Whereas CU is the agent for the stallion, "**Grand Star**" and the Mare Owner is the owner or lessee of the mare _____ registration number _____, hereinafter known as the "**Mare**".
2. Whereas the named stallion will stand at stud during the _____ (yr) breeding season at Colts Unlimited (barn address: 25 Owl Creek Road, Sheridan, WY 82801), hereinafter referred as "**Breeding Facility**", and the parties desire to contract for the servicing of the named mare by the named stallion during said season.

The Mare Owner agrees as follows:

1. To pay Stallion Owner a breeding fee in the amount of _____ .00 payable as follows:
 - a. Booking fee in the amount of \$ _____ .00 payable on signing of this agreement, which is nonrefundable; and
 - b. The balance of the breeding fee, \$ _____ .00 payable within _____ days of acceptance by the Stallion Owner of this Agreement.
2. That the Mare is healthy and in sound breeding condition and the Mare Owner shall furnish a veterinary certificate if such request is required.
3. To allow the Breeding Facility to have a qualified veterinarian and/or reproductive physiologist/technician check the Mare for normal breeding condition and the Mare Owner shall furnish a veterinary certificate if such is required.
4. To pay all veterinary, technical and board expenses incurred in the care and breeding of the Mare and/or foal.
5. The Mare will not be released by the Breeding Facility until such time as all the amounts have been paid in full.
6. In the event transported semen is used in the breeding of above-stated mare, the Mare Owner agrees as follows:
 - a. To pay all costs associated with the collection, processing, packaging and transport of semen to the Mare Owner/Agent ; and
 - b. To pay a nonrefundable deposit in the amount of \$ _____ .00 to the Stallion Owner, to be applied towards costs associated with the transported semen to the Mare Owner/agent.

The Stallion Owner/Agent agrees as follows:

1. To reserve for the Mare Owner one booking to the stallion **GRAND STAR 83-5882** for the _____ (yr) breeding season.
2. To guarantee to the Mare Owner a return breeding to the named stallion for the following breeding season for the Mare upon receipt of written statement from a licensed, qualified veterinarian that a live foal did not result from this breeding. A live foal is defined as one that stands and nurses without assistance. It is understood that if the Mare proves barren, aborts her foal or if the foal is stillborn, a repeat breeding will be guaranteed the following year only, providing proper notification is given and a new booking fee in the amount of _____ .00 is paid to the Stallion Owner. Proper notification shall be defined as follows:
Written certification by a licensed, qualified veterinarian within 7 (seven) days that the Mare has aborted or has not produced a live foal as defined above.

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It is further agreed to both parties as follows:

1. The Stallion Owner and the Breeding Facility are not liable for any sickness diseases, injury or death which may be suffered by the Mare and/or Foal at side.
 2. This agreement shall not be assigned or transferred by either party without the express consent of the other party,
 3. The following conditions and concessions are involved at arriving at the above breeding fee:
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Mare Owners Warranties and Disclaimers: Mare Owner Warrants to Stallion Owner:

1. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate registry/regergestries and pay all associated fees or expenses. A Breeder's Certificate shall not be issued to the Mare Owner unless all fees due the Stallion Owner and the Breeding Facility are paid in full.
2. Mare Owner will pay Stallion Owner's costs and expenses, including reasonable attorney's fees, if Mare Owner has breached any material term of the agreement.

Substitute Mare/Stallion Owner's Policy: In the event of death or incapacity of the Mare, the Mare Owner shall be allowed to breed a substitute mare to the Stallion, provided that the Stallion Owner has given prior approval in writing of the proposed substitute mare. No refunds shall be permitted. **In the event of death or incapacity of the Stallion, this agreement is terminated and the Mare Owner will not receive any refund of booking fee and/or breeding fee.**

Stallion Service Certificate: Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding hereunder until Mare Owner is current on all payment obligations to Stallion Owner and the Breeding Facility.

Entire Agreement: This agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings, either oral or written, between Mare Owner and Stallion Owner shall be void unless contained in this agreement. Modifications to this agreement will only be valid if in writing and signed by both Mare Owner and Stallion Owner.

Assignment: This agreement is not assignable by Mare Owner without the written permission of Stallion Owner.

Mare Owner:

By, Print Name:

Date:

Address:

Telephone:

Stallion Owner:

By:

Charles G or Hilary A Carrel

Date:

Address: 467 Lewis Street (Home)
25 Owl Creek Road (Arena)
Sheridan, WY 82801
Telephone: 307-673-8381 Home
Cell Phones: 307-752-2008 or 307-742-3944