



RON AND MARIE KETTLE
Stallion Service On-Site Agreement and Liability Release

This contract is for the breeding season of Feb. 1 through Aug. 31 2011 is made and entered into on this day of ,20 by and between Ron And Marie Kettle hereinafter designated Breeder, and Key Stallion Station, LLC, hereinafter designated as Breeding Facility, and hereinafter designated, Mare Owner.

Mare Owner agrees to breed the mare breed Registration number

Mare owner agrees that they are purchasing one stallion service with a live foal guarantee to the stallion ROLEX BAR TWISTER, APHA #00869220 for the fee of \$600.00 dollars in U.S. Funds, for a live foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$250.00 in U.S. funds, payable upon execution of this contract. Upon payment of booking fee and completed contract, Breeder does hereby reserve one season's booking to the said stallion for the said mare. Said booking fee will be applied toward the breeding fee. The balance of this fee must be paid in full, with all other expenses when the above mare is picked up or when Mare Owner is invoiced, whichever comes first. Invoices are payable upon receipt. Mare Owner may not remove mare from Breeding Facility's possession until all expenses are paid in full. Mare Owner will give Breeding Facility 48 hours notice before removing mares so an invoice can be prepared.

2. Breeding Facility will provide suitable facilities for the care and feed of mare and/or foal while at facility. Mare Owner has inspected Breeding Facility and agrees they are adequate. Mare Owner agrees to pay for care and feed at \$12.00 per day for dry mares; \$14.00 per day for wet mares.

3. A \$160.00 dollar ultrasound fee per cycle will be charged by veterinarian. This includes all ultrasounds and two pregnancy checks for one estrous cycle. This fee includes veterinarian trip charges to Breeding Facility. Additional, non routine therapy deemed necessary for proper breeding management of the mare (i.e. intrauterine antibiotic treatments; caslick's procedure; oxytocin or prostaglandin therapy; or administering progesterone to enhance pregnancy maintenance) are not included in ultrasound fee and will be billed separately.

4. All mares will be artificially inseminated. A \$150.00 mare management fee will be charged by the Breeding Facility. This fee will cover collection, lab, handling and insemination services for one estrous cycles. If mare fails to conceive after one estrous cycle, each following cycle will be billed at \$75.00.

Breeding Facility accept payments by (check payment type): check money order Visa Master Card Discover Card

Credit Card Number: Expiration Date: /

Cardholder's Signature Authorization Code (last three numbers from back of card)

Credit card charges exceeding \$400.00 will be charged a service fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks

5. Mare owner shall allow Breeding Facility to have its veterinarian and/or staff check the mare for normal breeding conditions and to perform other reproductive services the Breeding Facility may deem necessary to ensure proper treatment. All ultrasounds will be performed by a licensed veterinarian.

Breeding Facility will exercise judgment consistent with recognized standards in the care and supervision of the mare and/or foal. Breeding Facility assumes responsibility for arranging veterinarian and farrier services as necessary and to administer medical care as deemed necessary for the health and safety of the mare and/or foal. Mare Owner will pay all veterinarian and farrier expenses. In the event of an emergency, Breeding Facility will attempt to contact Mare Owner, but if no contact can be made, Breeding Facility has sole and absolute discretion to contact a licensed veterinarian for emergency care for mare and/or foal at the Mare Owner's sole expense.

6. Said mare must be halter broke and reasonable to handle. Any vices must be disclosed to Breeding Facility.

7. The said mare shall be in a healthy condition, free from infectious, contagious, or transmissible diseases. A current negative Coggins Test dated within the previous twelve (12) months, results of recent uterine culture, plus worming and immunization records indicating current vaccination for equine influenza, strangles, tetanus, sleeping sickness, rhinopneumonitis, and west Nile must accompany mare. If records are not provided mare will be vaccinated and or wormed shortly after arrival at owner's expense. Breeding Facility reserves the right to refuse mare if not in satisfactory condition.

8. A copy of registration papers must be received by breeding facility before said mare is inseminated. The person signing this contract represents and warrants that he/she is the true and lawful owner of said 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 it's veterinary care.

9. Breeding Facility agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeding Facility and Breeder blameless. Mare Owner agrees to give Breeding Facility ample opportunity to settle mare.

10. This contract contains a "Live Foal Guarantee." If foal dies within 24 hours or is still born, return privileges for the 2011-2012 season apply only if Breeder is notified within ten (10) days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, after leaving the Breeding Facility premises, Mare Owner has the privilege to return mare for breeding during the current breeding season Feb. 1 through Aug. 31, 2011 or the following year 2012. The mare management fee in paragraph 4 will be applicable. A substitute mare can be returned for breeding in the subsequent year 2012 by

mutual consent of Mare Owner and Breeder. Upon payment for stallion service and completed contract mare owner that fails to bring said mare to breeding facility during the designated breeding season will have return privileges for the 2011-2012 season. All fees in paragraph 3 and 4 will be applicable.

11. A Live Foal Guarantee, applies only if said mare is checked in foal by a licensed veterinarian and written confirmation from the licensed veterinarian is sent to Breeding Facility within **45 days** post breeding.

12. A Registration Application (if applicable) will be issued for the foal, conceived during this mating, when stallion fee and all other expenses have been paid in full, and when mare has either, at Breeder's option, been (a) pronounced safe in foal, or, (b) has produced a live foal by this mating. **Please contact the stallion owner (breeder) to issue your registration application.**

13. All parties agree the Breeder, Breeding Facility, management, employees, agents, contractors and/or invitees are not liable for fire, death, theft, estray, sickness, disease and/or injury which may be suffered by the mare and/or foal(s) or any other cause of action whatsoever, arising out of, or connected in any way with, the boarding or breeding of said mare and/or foal(s) during the time the mare and/or foal(s) are in the custody of the Breeding Facility. Breeding Facility does not carry any insurance on any horse for boarding or for any other purposes. The mare and/or foal(s) which is subject of this Agreement is not covered under any public liability, accidental injury, theft or equine mortality insurance and all risks connected with the boarding and breeding which is the subject of this Agreement, while in the possession of and on the premises of the Breeding Facility shall be borne by the Mare Owner.

Mare Owner shall maintain at his/her own expense, insurance for injury to, death, loss or damage to their property occurring in or about the premises of Key Stallion Station for the term of this Agreement. Mare Owner must provide proof and coverage amount of such insurance.

Insurance Carrier: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Insurance Contact for Emergencies: \_\_\_\_\_ Phone Number: \_\_\_\_\_

This horse is/is not considered a surgical candidate in the event of colic or serious illness/injury (check one)  is  is not

**MARE OWNER MAY CHOOSE TO WAIVE** such insurance and hold harmless, Breeding Facility, its management, agents, employees, contractors and/or invitees by act of his/her signature placed as follows:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

13. It is further agreed that should the stallion die, be sold by the owner, or become unfit for services, prior to settling the mare, frozen semen from said stallion will be substituted for fresh or cooled semen. If the mare dies or becomes unfit to breed, the Breeder has the option to either, (a) accept another mare according to paragraphs 6 and 7 as a replacement, or (b) refund \$ \_\_\_\_\_ of the breeding fee, if it has been paid in full, thereby, canceling this contract.

14. This Contract is non-assignable and non-transferable, by the Mare Owner without prior written permission of the Breeder.

15. This Contract is entered into the State of Colorado and will be interpreted and enforced under the laws of the state. Any legal action must be brought in **Moffat County, Craig, Colorado** or

16. The parties to this contract mutually agree that any and all disputes arising in connections with this contract will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in **Moffat County, Craig, Colorado**.

17. This Contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional comments. If no additional comments, check here (\_\_\_\_). (revised 2011)

When Mare Owner, Breeder and Breeding Facility sign this Contract, it will then be binding on all parties, subject to the above terms and conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Breeder (or authorized agent) Signature

\_\_\_\_\_  
Breeding Facility Signature

\_\_\_\_\_  
Mare Owner (or authorized agent) Signature

670 Finely In  
Craig, CO 81625  
(970) 824-5413

Key Stallion Station  
Kathy Key-Manager  
26826 US Highway 50 East  
Pueblo, CO 81006-9799  
(719) 544-2740 phone  
(719) 544-1988 fax

\_\_\_\_\_  
Mare Owner Address

(\_\_\_\_) \_\_\_\_\_

Phone

(\_\_\_\_) \_\_\_\_\_

Cell

\_\_\_\_\_  
Email

**Please make stallion fee checks payable to Ron or Marie Kettle**