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2012 STALLION BREEDING CONTRACT
SINATRAS BEST MEMORY - APHA Registration No. 980493

THIS CONTRACT is made and entered into this ___ day of _____,
2012, by and between JT Paint Horses, Inc. (hereinafter Stallion Owner) and
_____ (hereinafter referred to as Mare Owner).

Name of Mare Owner: _____

Mailing Address: _____

City _____ State _____ Zip _____

Phone _____ Cell _____ Email _____

SHIP SEMEN TO: (If different than above address)

Ship semen to: (Name of Facility) _____

Contact Person _____

Semen shipping address - No PO Boxes _____

City _____ State _____ Zip _____

Phone _____ Cell _____

1. Breeding season is from February 1, 2012 through and including June 1, 2012.
2. Stallion Owner must receive a copy of the mare's registration papers together with a signed copy of this Contract, or Lease should that be the case.
3. Mare Owner agrees to pay the stallion service fee of \$_____, of which \$_____ is the booking fee, which is nonrefundable and due and payable upon the signing of this Contract. Prior to any shipment of semen, the balance must be paid in full, including fees set forth below.
4. Semen shipment and collection fees are \$270.00 for Fed Ex deliveries. These funds are to be paid directly to Key Stallion Station, Kathy Key, 26826 US Highway 50 East, Pueblo, Colorado 81006. keystallionstation@msn.com. Phone: (719) 544-2740. Fax: (719) 544-1988.
5. All containers used to ship the cooled semen must be returned to Key Stallion Station at the address provided above within three business days, or a \$50.00 charge will be assessed.
6. Semen collection and shipment days are Monday, Wednesday, and Friday.
7. Mare Owner must notify Stallion Owner 24 hours in advance of when semen is being requested.
8. Semen orders are on handled in order of the requests. Should demands exceed supply on a particular collection day, you will be at the top of the list for the next collection day. Stallion Owner is not held liable if the mare is missed due to the shortage of semen.
9. Live Foal Guarantee. A live foal is defined as a foal that stands and nurses without assistance. If the mare does not produce a live foal or if the mare does not settle, produces a foal that is stillborn or unable to stand and nurse, the mare is allowed a rebreed the following year. This guarantee is for the mare originally booked unless a substitute mare is mutually agreed upon by Mare Owner and Stallion Owner, together with a fee of \$350.00 for collection and shipment. This guarantee shall be null and void if Stallion Owner is not notified in a week's time of the foal's demise or when the mare is found to have aborted. This notification must accompany verification from a licensed veterinarian.

10. Mare Owners agrees to have mare examined for pregnancy as follows: (a) by ultrasound between days 17 and 20 from the last date of insemination and notify Stallion Owner of results within ten (10) days); and (b) by palpation between 45 and 60 days from the last date of insemination and notify Stallion Owner of results within ten (10) days. Failure to have mare examined and notify Stallion Owner of results shall automatically render the live foal guarantee, and any applicable rebreeding rights of Mare Owner, null and void.
11. Mare Owners are required at 5, 7 and 9 months of gestation to administer Rhino Pneumonitis vaccinations. Failure to do so will void the live foal guarantee.
12. Breeder's Certificates will be issued once Stallion Owner is notified of the birth of the foal. Should a balance be owed, Stallion Owner will retain the Breeder's Certificate until such balance has been paid in full.
13. Should the stallion die or otherwise become unfit for breeding, this contract shall be null and void. If the mare should die or become unfit for breeding, this contract shall be null and void unless written approval by Stallion Owner granting the use of a substitute mare. This privilege can only be extended by Stallion Owner. Substitution of another mare without prior written consent shall terminate this Contract and release Stallion Owner for any and all obligations.
14. Stallion Owner is not responsible for lost, delayed or damaged semen caused by the shipping company and makes no representation and warranties of any kind with respect to semen, except that the stallion's semen was viable at the time of shipment. Each shipment will be insured for the cost of the container only. If Mare Owner wishes to purchase additional insurance, they may do so at their own expense in advance of shipping.
15. Venue for this contract shall be in accordance with the laws of the State of Colorado and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Colorado, Douglas County in particular. All venue objections are waived. Should legal action be commenced to enforce the terms of this Contract, Stallion Owner shall be entitled to recover all legal fees, costs and expenses.

Should either party breach the terms of this Contract, the breaching party shall pay for other court costs and attorney fees related to such breach.

16. This Contract represents the entire agreement between the parties. No other contracts or promises, verbal or implied, are included unless specifically stated in this Contract. When Mare Owner or agent and Stallion Owner sign this contract, it then becomes binding on both parties, subject to the above terms and conditions.

17. Written conditions different from above-stated Contract: _____

_____.

APPROVED AND AGREED UPON BY:

JT Paint Horses, Inc. and Mare Owner and/or Agent

By: _____
(JT Paint Horses Representative)

By: _____
(Signature of Mare Owner and/or Agent)

Date: _____

Date: _____