

COLTON WOODS HORSEMANSHIP BREEDING CONTRACT
CASHIN CHICS

I, _____, hereby confirm on the _____ day of _____ my booking for one service during the **2020** breeding season (Feb. 11-July 1) to the stallion **CASHIN CHICS AQHA # 5602325** owned by Colton Woods, hereafter referred to as "Stallion Owner", and managed by Colton Woods HorsemanSHIP at Queenslake Farm, hereafter referred to as "Stallion Agent" and "Breeding Farm" for:

Mare _____ Registry/ Reg. No. _____
Mare's Color: _____ Age: _____ Markings/Brands: _____
Anticipated Breeding Date: _____ Last Foaling Date: _____
Referred by: _____

Such confirmation is based upon our agreement as follows:

Section 1

Payments due from Mare Owner:

- **Breeding Fee for Stallion: \$850**
- **FRESH & COOLED SEMEN ONLY (No Frozen offered in the 2020 season)**
- **Chute Fee (Collection and Overnight Shipment/Pickup): \$350**
- Shipping Expenses: FedEx Overnight: \$350 | Counter to Counter: \$450
- **ADDITIONAL:** First Pick Up, one (1) Overnight FedEx shipment or two hundred and fifty dollars (\$250) towards the first Counter to Counter Airline **COVERED IN THE CHUTE FEE.**
- Booking and Chute Fees are nonrefundable. The Booking Fee (\$500) is due upon the execution of this contract. The remaining balance (\$350) is due prior to the first cooled semen shipment for the above stated mare. Semen will NOT be shipped if full Breeding Fee and Chute Fee has not been paid.
- A copy of the MARES registration papers, front and back, must accompany this contract upon submission.

Section 2

Cooled Shipped Semen

The mare owner understands that they must comply with the following when dealing with shipped semen:

- Orders for semen MUST be made by 5 pm Eastern Standard Time the day prior to shipment.
- Cancellations MUST be made by 8:00 am EST the day of shipment.
- Cancellations made after 8:00 am EST the day of shipment will be subject to a \$100.00 cancellation fee.
- All fees must be paid in full prior to shipment & mare registration papers must be submitted prior to shipment.

1. The first pickup or (1) FedEx shipment are covered in the Chute Fee. In the event the first shipment is a counter to counter air shipment, \$250 of your Chute Fee will go towards this shipment. The remainder is payable prior to the shipment leaving the custody of Colton Woods HorsemanSHIP LLC. Any subsequent pickups or shipments must be paid in advance, or will be charged to the credit card on file. No shipment will be released from Colton Woods HorsemanSHIP LLC without prior payment.
2. Pickup from Colton Woods HorsemanSHIP LLC will be \$300 per shipment. FedEx will be \$350 per shipment. Counter to counter by air will be \$450 per shipment. Courier fees to LEX Airport and other charges are included in these prices. Mare owner is responsible for pickup or costs associated with pickup
3. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. Schedule set prior to the beginning of breeding season and provided as the last page of this document. Semen must be requested by 5pm EST the day prior to collection by contacting Colton Woods HorsemanSHIP at (336) 905-9144. Shipment requests must be called in. No fax, email, or any other type of request will be accepted. Colton Woods HorsemanSHIP requires that all cooled semen expenses be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent.
4. Shipment method for FedEx Overnight, or Counter to Counter Airline service must be specified when ordering semen. The courier service used by Colton Woods HorsemanSHIP LLC is contracted with American Airlines, Delta, and United.

6. Mares on the premises of Colton Woods HorsemanSHIP LLC have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, Colton Woods HorsemanSHIP LLC will ship on a first ordered, first served basis.
7. Mare Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available.
8. Colton Woods HorsemanSHIP LLC only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. Colton Woods HorsemanSHIP LLC does not guarantee fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
9. Shipping containers must be returned in a timely manner. If container is not returned within one week of shipment, a \$75 fee will be billed and is payable by the Mare Owner.
10. The Mare Owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, Mare Owner agrees to have the mare checked for pregnancy by a licensed veterinarian within 34 days of insemination. Mare owner agrees to provide Colton Woods HorsemanSHIP LLC with the results of the pregnancy exam within 35 days of insemination. Colton Woods HorsemanSHIP LLC agrees to ship cooled semen as described above. If the mare fails to settle for any reason the mare owner will not hold Colton Woods HorsemanSHIP LLC responsible or liable for damages to the semen or condition of the Mare. Colton Woods HorsemanSHIP LLC reserves the right to require the mare to be brought to breeding facility to be bred in such a case.

Section 3

Mare owner understands and complies with the following:

1. It is the Mare Owner's responsibility to notify Colton Woods HorsemanSHIP LLC. of the pregnancy status within 35 days of insemination. Failure to contact Colton Woods HorsemanSHIP LLC by August 1st will result in a \$50 late fee to add the mare to the Stallion Breeding Report.
2. To obtain a Breeders Certificate, you must notify Colton Woods HorsemanSHIP LLC. of the birth of the foal. This certificate will not be issued nor released until the account has been paid in full.
3. Embryo Transfers: Mare Owner agrees to notify Colton Woods HorsemanSHIP LLC that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify Colton Woods HorsemanSHIP LLC once the additional recipient mares have been confirmed in foal with a heartbeat present. The Mare Owner must then pay a Booking Fee equal to the aforementioned Booking Fee for each additional live foal. The additional Booking Fee(s) is due upon the additional foal(s) standing and nursing. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).
4. **LIVE FOAL GUARANTEE:** Live foal means the foal shall stand and nurse without assistance. It is understood that if the mare proves barren, aborts her foal, or if foal is born stillborn, a return breeding will be guaranteed the following year only at Colton Woods HorsemanSHIP LLC, providing that proper notification is received within 7 days of the occurrence. A live foal guarantee will apply to those mares that are certified in foal by a licensed veterinarian. Confirmation must be sent to Colton Woods HorsemanSHIP LLC in order to guarantee a rebreed. Confirmation can be in form of letter from attending licensed veterinarian. Breeder does not make any warranty or representation as to the quality or conformation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
5. **Rebreeds:** If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. Mare owner will be subject to an additional chute fee, plus any additional attending veterinarian fees. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed to in writing and signed by all parties.
6. All Rebreeds and Donated breedings are subject to a \$500.00 Chute Fee.

Initial: _____

7. This contract is valid for the 2020 breeding season only. Mare Owners may not purchase this contract with the intent to use in a subsequent season. In the event of this contract being paid in full, and the mare never being bred, this shall become a rebreed for the following season ONLY. An additional Chute Fee and Booking Fee will be due at that time, and any difference in Booking/Stallion Fee is payable to the Stallion Owner.
8. This contract is a binding agreement between Colton Woods HorsemanSHIP LLC, Stallion Owner, and Mare Owner and is non-transferable unless otherwise agreed to, stated in writing, and signed by all parties. Any transferred breedings will incur an additional Chute Fee and completed paperwork by the new contract holder.
9. The Mare Owner agrees that the mare presented for breeding will be in good health and in sound breeding condition. Any mare certified by the attending veterinarian to not be in sound breeding condition shall not be bred and a mare may be substituted at no additional charge.
10. The Mare Owner agrees that nothing shall be posted or shared via social media or on the Internet that could be negatively construed regarding Colton Woods HorsemanSHIP LLC nor any of its employees, associates or affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. Furthermore, Colton Woods HorsemanSHIP LLC reserves the right to void this contract in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a rebreed.
12. Should the above named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Any monies paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner.
13. When the Mare Owner signs and returns this contract to the Breeder it becomes a valid and binding contract upon both parties. All unpaid expenses will be paid upon receipt of an invoice or when the mare leaves the ranch, whichever is first. The mare and foal (if applicable) shall be released only upon payment in full of all outstanding balances, including those of the attending veterinarian. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 2% per month or the maximum rate allowed by law.

Initial: _____

Section 4

This contract will be governed by the laws of the State of Kentucky. It is understood that Colton Woods HorsemanShip LLC its owners, employees and guests shall not be liable for any injury, escape, disability, act of God or death of any horse on its premises. The parties hereby specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Kentucky. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Bourbon County, Kentucky as this agreement shall be performed in Bourbon County, Kentucky as the last act to make this a binding contract occurred in Bourbon County, Kentucky.

 Stallion Manager / Agent— Signature

 Date

 Mare Owner and/or Agent —Signature

 Date

Office Use	Owner Information Please Complete All Parts
Stallion Fee _____	Owner/Agent : _____
Booking Fee _____	Address : _____
Chute Fee _____	City/State/Zip _____
Notes _____	Cell Phone : _____
	Alt. Phone _____
	Email: _____

Section 5

Credit Card Authorization

1. All shipped semen contracts MUST have a credit card on file. This card will be charged in the event a subsequent shipment is needed and has not been paid for in advance.
2. The card will be charged in the event a shipper is not returned, or returned in unusable condition.
3. Please indicate what additional fees you would like charged to the credit card in the boxes available
4. There is a 4% transaction fee for all credit card transactions.
5. In the event you would prefer to send a check, you MUST communicate this with the office prior to the shipment leaving our custody. All credit cards are charged the morning of collection days, so unless other arrangements have been made, the card on file will be charged.

Please charge this card for: Booking Fee Chute Fee Stallion Fee Shipments

Name (as it appears on card): _____

Billing Address: _____

Card Type: Visa _____ Mastercard _____ Discover _____

*We do not accept American Express

Card Number: _____ - _____ - _____ - _____

Expiration Date: _____/_____/_____ Security Code: _____

By signing this contract, you are agreeing to pay the amount invoiced to you.

Cardholder Signature _____ Date _____

*If you have an issue with a charge to your card, you are obligated to contact us within 48 hours after the charge has occurred. *

Section 6

Shipped Semen Information

Name of Clinic: _____

Phone _____

Contact/Veterinarian: _____

Phone _____

Address: _____

City/State/Zip: _____

Does this location accept FedEx deliveries on Saturday? Y N

*Please provide alternate location if not Saturday Delivery Location: _____

City/State/Zip: _____

Nearest Major Airport: _____

Alternate Airport: _____

**Semen requests MUST be made by 5pm EST the day prior to collection
To order semen, please call the office at (336) 905-9144**

Once a request is made, we will consider it confirmed if not cancelled by 8am Eastern Standard Time the morning of a collection day.

Any cancellations made after 8am will be subject to a \$100 late cancellation charge.

On-farm mares have priority on collection days. In the event of insufficient semen, we operate on a first ordered, first served basis.

Please expect to receive ONE DOSE per shipment.

Our breeding season runs from February 7th to July 1st. Please refer to the collection calendar available at www.ColtonWoodsHorsemanSHIP.com for collection days or call with any questions.