

POSTON HORSE COMPANY LLC

205 W Sunbarger • Cassoday, KS 66842 • Phone 620-440-2761 • postonhorsecompany@gmail.com

2019 Breeding Contract

Mare Owner's Name _____ (as appears on registration papers)
Address _____ City _____ State _____ Zip _____
Home Phone _____ Business Phone _____ Fax _____ Email _____
Mare's Name _____ Reg. # _____ Year foaled _____

Stallion booked to: AMARILOBYMORNING

Breeding Fee \$750 payable to Poston Horse Company LLC ****\$650 early booking special if paid in full by 12/1/18****

Booking Fee \$500 (included in breeding fee)

Second and subsequent shipment: \$300 payable to Poston Horse Company LLC.

Method of Breeding: Transported Semen _____ At Equine Surgery & Medicine _____ Semen Pickup _____
Mare Status: Maiden _____ Barren _____ In Foal _____ Foal at side _____ Date foaled _____
Last Breeding Date _____ bred to (stallion) _____

TERMS AND CONDITIONS OF BREEDING CONTRACT

This agreement is made between Poston Horse Company LLC (hereinafter referred to as the stallion owner), and the owner of the mare described above and is subject to the following terms and conditions.

A \$500 nonrefundable booking fee is due and payable upon execution of this agreement. Booking fee is included in the breeding fee. For shipped semen contracts the balance of the breeding fee and shipment charge is due prior to ordering semen. For breeding at Equine Surgery and Medicine the balance of the breeding fee is due and payable before mare departs from facility.

Any unpaid fees owed to Poston Horse Company LLC will be billed with a monthly interest rate of 1.5%. Breeders certificate will be issued when all fees are paid in full and stallion owner is notified of a live foal. Only one breeders certificate will be issued per paid breeding fee.

In the event the above mare fails to produce a live foal from the breeding privilege granted herein, or the foal produced from this breeding fails to live until January 1st of it's yearling year, mare owner may re-breed the mare (or a substitute mare mutually agreed upon by mare and stallion owners) during the following breeding season only. This guarantee applies only if the mare owner (A) notifies the stallion owner within 72 hours after the time the mare did not produce a live foal, or foal dies; and (B) within 10 days after the mare owners notice, the mare owner provides the stallion owner with a statement from a licensed veterinarian substantiating same. A fee of \$350 (includes first semen shipment) is due on all re-breeds. Breeding fee will not be refunded.

If the mare owner fails to contact the stallion owner for a re breed the year immediately following, then any and all fees paid shall be forfeited the right to a re-breed is canceled and this contract is thereby terminated.

Mare owner agrees to have mare ultrasounded 14 - 17 days after the last date of insemination and notify stallion owner of pregnancy status.

Mare owner may not assign this breeding contract or substitute any other mare under this agreement without the prior written consent of stallion owner. Any attempted assignment without prior consent of stallion owner will, at the option of stallion owner, terminate this agreement and release stallion owner from all obligations hereunder.

It is understood that if the above stallion dies or becomes unfit for service, this contract shall become null and void and the breeding fee less the booking fee shall be refunded to the mare owner.

Embryo transfers: Mare owner agrees to notify stallion owner that this is an embryo transfer breeding. In the event multiple viable embryos are produced from a single flush, mare owner agrees to pay an additional breeding fee for each additional live foal.

By signing this contract, mare owner certifies that he/she is sole owner of above mentioned mare, or has authority to enter into this contract on behalf of the owner.

A photocopy of mare's registration papers must be furnished with this contract.

Amariobymorning is five panel tested negative.

LGHRGDDOYMHHDDRRRHRDRFDDHGEDIHD FHG DYROVGDGHODHGREHHGLJHPDHDG EHTHTRDO
 GHOLYHDDHROHHSRDELODRIHPPDRZH

The undersigned agrees that Poston Horse Company LLC and its staff will not be responsible for accident, injury, sickness, or death to the mare/foal whether from fire, flood, theft, act of God, or negligence by Poston Horse Company LLC or its staff. The undersigned agrees to and shall indemnify and hold harmless Poston Horse Company LLC and its staff from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind including expenses of litigation, court costs, and attorney fees, for injury to, or the death of the mare/ foal, or for any damage to the mare/foal arising out of, or in connection with, the services performed by Poston Horse Company LLC and its staff under this contract, regardless of whether such injuries, death or damages are caused in whole or in part out of negligence of Poston Horse Company LLC and its staff. Please sign below, enclose booking fee, a copy of mare's registration papers and return to Poston Horse Company LLC.

Stallion Owner _____ Date _____

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Shipped Semen Addendum

Collection/shipping days are Monday, Wednesday, and Friday each week beginning February 1st through July 1st. Shipped Semen orders must be called in by 9 a.m. Central Time on collection days to Poston Horse Co. at [620-440-2761](tel:620-440-2761). Shipping address for semen delivery:

Name _____
Address _____
City _____ State _____ Zip _____
Nearest airport _____
Person/Farm managing mare for breeding cycle(s) _____ Phone # _____
Attending veterinarian _____ Phone # _____

1. Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. Any attempt to breed more than one mare with a shipment will void this contract.
2. Mare owner agrees to pay the following charges pertinent to the transport of cooled semen. Normal shipping fees per dose- \$300 (additional doses required on the same cycle will be charged at \$300 per dose). Same day shipment counter to counter air service - \$50.00 additional. Canadian shipments - call for details and charges. Shipment includes shipping container, overnight shipping fees, collection fee on scheduled collection days. There will be no credit given on returned shipping boxes. Shipping charges subject to change.
3. Poston Horse Company LLC only assumes responsibility to ship semen in viable condition, and shall not be held liable for the quality of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Poston Horse Company LLC 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.
4. Mare owner agrees to have mare palpated on the next collection day to confirm ovulation. If mare has not ovulated another dose of semen must be ordered.
5. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th, and 9th month of pregnancy.

Mare Owner _____ Date _____

Stallion Owner _____ Date _____

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2019 Breeding Contract On Site Breeding Addendum

1. Poston Horse Company LLC will exercise best judgment in care and supervision of the mare/foal. The attending veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety of the mare/foal. The mare owner hereby consents to all medical care administered to the mare by the stallion manager's veterinarian. The mare owner will pay all veterinarian and farrier charges. All expenses, including board, shall be payable monthly.
2. The mare shall be in a healthy and sound breeding condition: free from infections, contagious or transmittable diseases. A current coggins test, copy of registration papers (both sides), veterinarian health certificate, plus a health, worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner hereby consents to the stallion manager's veterinarian examining and/or testing the mare as may be necessary to complete the above tests, certification and other records. However, the stallion manager reserves the right to refuse any mare, which is (1) not in proper condition (2) which does not have all the records, tests, and registration documents as required herein.
3. Poston Horse Company LLC breeding staff agrees to diligently try to settle the owner's mare. The mare owner agrees to give Poston Horse Company LLC ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If mare leaves the ranch before being pregnancy checked, mare owner is required to have mare ultrasounded at 15 and 30 days after last breeding date. If for any reason the mare does not settle, mare owner will hold Poston Horse Company LLC harmless.
4. Transient Breeding or Semen Pickup - Booking fee will include first dose of semen for those mare owners who elect to pick semen up at Equine Surgery and Medicine or bring their mare to the facility for insemination on a collection day. The second and subsequent doses or inseminations will be charged \$60.00 each.
5. All unpaid board and all other expenses must be paid before mare departs farm.
6. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th and 9th month of pregnancy.
7. The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Kansas and shall be construed and enforced under the laws of the state of Kansas. Under Kansas law an equine professional is not liable for an injury or death of a participant in equine activities resulting from inherent risks of equine activities

Approximate date to expect mare at facility for breeding _____

Mare's status: barren _____ maiden _____ in foal _____ due date _____

Is Mare/Foal Insured: yes _____ no _____

Insurance Co. _____ Phone# _____

Mare Owner _____ Date _____

Stallion Owner _____ Date _____