



Flying Colors Farm

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STALLION BOOKING CONTRACT AND AGREEMENT **FOR SALE OF SEMEN from “Counterclaim”**

This agreement is for the **2010** breeding season and is entered into between Flying Colors Partnership, herein designated as “**Stallion Owner**” and:

(Name) _____

(Address) _____

(City/State/Zip) _____

(Phone) _____

herein designated as “**Mare Owner**”

This agreement covers the Mare:

(Name) _____

(Breed/Color/Height) _____

(Registration Number) _____

(please attach any accomplishments by the mare in the show ring, breed shows and special accomplishments of any of her foals known)

Terms and Conditions

1. The **mare owner** shall return a copy of the Mare's Papers and a photo with this contract. This contract is subject to the acceptance of the mare by Flying Colors Partnership. (this photo will not be returned unless requested by the mare owner) If the mare is not acceptable to the stallion owner, the booking fee (and stud fee if already paid) will be returned to the mare owner.
2. The **mare owner** shall pay a **Stud Fee of \$600**. A Booking fee of \$250 to be returned with this contract. **The remaining Stud Fee of \$600 shall be paid before collection and shipment of cooled semen. This fee shall include the collection for the first breeding. Checks should be made payable to Flying Colors Partnership.** Shipping fees shall be the responsibility of the **mare owner**. (see addendum for fees and instructions)
3. The cost of additional collections shall be the responsibility of the **mare owner**. **The cost will be \$225.00 per collection, paid before shipment to Flying Colors Partnership.**
4. Before the first shipment of semen, the **mare owner** shall provide a veterinary certificate and current uterine culture taken when the mare is in heat (within thirty days) showing the mare to be in good breeding condition.
5. **Mare Owner** agrees to notify **Stallion Owner** in writing when the mare is deemed safely in foal. This contract guarantees return privileges next year for the same mare, if she is checked by a licensed Veterinarian and found to be barren at 55 days from the last date of service. Mare is entitled to be bred for two breeding seasons. If the mare is deemed unfit for breeding by a licensed Veterinarian or dies, the **mare owner** may substitute a new mare, subject to her acceptance by Stallion Owner.
6. Should the mare not produce a live foal that stands and nurses, the **mare owner** shall be entitled to return. This guarantee shall apply only if Flying Colors Partnership is notified in writing by a licensed Veterinarian and sent by registered letter within 48 hours of foal's death. This live foal guarantee is contingent upon mare owner properly caring for the pregnant mare. **Mare Owner** agrees to proper feeding and nutrition for the mare, regular deworming with products approved for pregnant mares, vaccinations for the mare that are customary in the mares area, and proper intervention during foaling, if necessary.
7. Should transported live semen be utilized, **Stallion Owner** only assumes responsibility of shipping semen in viable condition at the time of delivery to the **Mare Owner**. Stallion Owner assumes no responsibility for loss of semen viability or associated expenses due to any delay in shipment, delay in airline schedules, or delay in courier services beyond **Stallion Owners** control. Semen shall be administered by a licensed Veterinarian on the day of delivery.
8. In the event Counterclaim is unable to breed or send fresh semen due to sickness, injury or death, the Mare Owner will be offered the option of a breeding to **Claim To Fame** at no additional charge. If the alternative breeding to Claim To Fame is not accepted, mare owner has the right to request a full refund of the

stud fee (less any outstanding charges owed to stallion owner) and this contract shall become null and void.

9. The **Mare Owner** assumes all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, and agrees to hold Stallion Owner, it's employees agents or successors, harmless for any and all damages associated therewith.
10. Counterclaim has been tested to be homozygous for the pinto gene. This means he will pass along a tobiano color pattern to each of his foals. This is a color GAURENTEE. In the event the foal does not have this genetic coloring, mare owner has the right for a return breeding at no additional charges to either of our stallions, or a full refund of the stud fee.
11. This agreement is not assignable by **Mare Owner** without written permission of **Stallion Owner**.
12. Breeding available from April 1, 2010 to August 15, 2010. Fresh semen shipments available from April 1st until August 15, 2010 (see breeding protocol for collection schedule).
13. This Contract may only be modified in writing and must be signed by all parties. The invalidity or unenforceability of any Term or provision of this Contract shall not affect the validity or enforceability of any remaining provisions hereunder. This Contract shall be construed and governed by the laws of the State of Florida.

I, the undersigned Mare Owner, do hereby certify that I am the Mare Owner named herein, or a duly authorized agent thereof and as such, have the authority to enter into this Contract, as witnessed by my signature. I also certify that I have read and understand this Contract and its shipping fee and protocol addendum.

Date: _____ **Mare Owner:** _____

Date: _____ **Stallion Owner:** _____

Flying Colors Partnership

SHIPPING PROTOCOL AND FEE SCHEDULE

- **Flying Colors Partnership** requires you to notify us by telephone, when your mare is coming into heat. A detailed message on our recorder is adequate. **The final request for shipment of semen shall be made by 3 PM EST, the day before collection.**
- Semen will be shipped by Federal Express Overnight. **Shipping costs shall be the responsibility of the Mare Owner.** A Federal Express account number or Visa or MasterCard number may be used or we will require a deposit of \$200 that will have the balance refunded after breeding is completed.
- A separate **Equitainer Deposit of \$300** will be necessary before shipment. This can be a check made payable to Flying Colors Partnership, that will be held, or a Visa or MasterCard number given to insure prompt return of the Equitainer in it's entirety (all components intact). **A \$25 per day rental charge will be assessed if we do not receive the Equitainer back within five (5) days from its shipment from us.**
- Airline shipments are available if necessary, but an additional courier fee of \$75 will be charged in addition to the charge by the airline.
- **After the first collection, a collection fee of \$225 will be charged to the Mare Owner for each collection required.**

Don't hesitate to call Patti Brantley with any questions!

850-668-2023