



**Color Me Smart LLC  
2010 BREEDING AGREEMENT  
(On Farm AI or Shipped Semen)**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between \_\_\_\_\_, \_\_\_\_\_ (“Mare Owner”) And Color Me Smart LLC (“Stallion Owner”), P.O. Box 1458, Hewitt, TX 76643.

**Check One**       **On Farm AI Breeding**       **Shipped Semen Breeding**

WHEREAS, Mare Owner desires to breed the following described mare (“Mare”):

Name of Mare: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Age: \_\_\_\_\_  
Color/Markings: \_\_\_\_\_  
Registration #: \_\_\_\_\_  
Tattoo/Brand: \_\_\_\_\_

Mare Owner Name: \_\_\_\_\_  
Mare Owner Ranch: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Daytime Tel Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Cell Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Fax Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Veterinarian Name: \_\_\_\_\_  
Vet Clinic Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_  
Vet Email Address: \_\_\_\_\_  
Daytime Tel Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Cell Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Fax Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

to the following described stallion (“Stallion”):

Phone (254) 857-4686

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Fax (254) 857-3628

Name of Stallion: Color Me Smart  
Breed: APHA  
Date of birth: April 21, 1991  
Color/Markings: Bay / Tobiano Paint Four White Socks  
Registration#194,383 APHA

WHEREAS, Stallion will stand at stud (or have available transported semen) during the 2010 season at Equine Sports Reproduction in Weatherford, Texas (the "Farm"), and the parties desire to contract for breeding services; and

WHEREAS, the term "Mare" as used herein shall refer to the above referenced Mare and, where applicable, also to a foal by her side; and

WHEREAS, Mare Owner desires that breeding services be performed either at the "Farm", On Farm, AI Breeding or to arrange for the receipt of transported, cooled semen from the Farm.

NOW THEREFORE, it is agreed as follows:

**Payment Provisions**

1. Mare Owner shall pay a breeding fee of \$ 1,500.00 for a live foal during the 2010 breeding season, which fee includes a non-refundable booking fee of \$1,000.00 and is exclusive of all chute fees. Alternatively, a mare owner may own a Lifetime Breeding of Color Me Smart in which case neither a booking nor breeding fee applies. However, a chute fee of \$650 will apply as well as all reproductive service fees along with any other charges that have been outlined separately in a Lifetime Breeding Program Memorandum issued each year. In addition, Lifetime Breeders must also sign either a Mare Management or Shipped Semen Agreement with Equine Sports Reproduction.
2. Mare Owner shall pay the non-refundable booking fee of \$1,000.00, due upon execution of this Agreement, which will reserve breeding of Stallion to Mare during the 2010 breeding season.
3. The balance of \$1,000.00 shall be due and payable prior to the insemination of the Mare. This balance shall be paid to Color Me Smart LLC at which time Mare Owner will have no further obligation to Color Me Smart LLC but will be obligated to Equine Sports Reproduction for chute fees per the Equine Sports Reproduction Mare Management Agreement or Shipped Semen Agreement.

**General Provisions**

4. Mare Owner must agree to sign either a Mare Management Agreement or Shipped Semen Agreement with Equine Sports Reproduction and abide by all of its requirements.
5. Mare must be healthy and in sound breeding condition.
6. Mare Owner agrees to provide copies of the Mare's registration papers.
7. Mare will be bred by artificial insemination and must be halter broken, if it is to be bred On Farm, AI.
8. In the event of On Farm, AI breeding, if Mare fails to conceive on three cycles or absorbs two pregnancies, Owner hereby authorizes a breeding soundness examination

- including, culture and biopsy. Should Mare have a Grade 2 or Grade 3 biopsy, uterine therapy shall be required prior to additional breeding. Should Mare have a Grade 4 biopsy, she shall be rejected for breeding, and Mare Owner may provide an approved substitute mare. All expenses associated with this paragraph shall be borne by Mare Owner.
9. In the event of a transported, cooled semen shipment breeding, Mare Owner agrees:
    - a) If deemed necessary by Farm, to provide a negative uterine culture, ultrasound, and/or a biopsy prior to breeding;
    - b) After 3 semen shipments, Mare Owner will be required to provide Stallion Owner with a written Breeding Soundness Evaluation by a licensed veterinarian prior to receiving additional shipments of semen.
  10. Mare Owner shall hold Stallion Owner and Equine Sports Reproduction harmless for any sickness, disease, theft, death or injury which may be suffered by the Mare, or any other cause of action whatsoever arising out of, or connected in any way with, receipt of semen shipment or On Farm AI breeding. This includes, but is not limited to, any claim of damages, loss or injury that may occur to any person or personal property.

### **Live Foal Provisions**

11. As defined herein, "Live Foal" shall mean that the newborn foal stands and nurses without assistance. Failure to stand and nurse shall be evidenced by a written statement from a licensed veterinarian within one week from death. Such guarantee entitles Mare Owner to a re-breeding of the Mare to the Stallion in the following breeding season only. Costs associated with any reproductive services or mare care in the following breeding season shall be the responsibility of the Mare Owner. In the event the Stallion is not available for re-breeding, Mare Owner agrees to send Mare to Equine Sports Reproduction for re-breeding via On-site Artificial Insemination using frozen semen from Stallion. All chute fees for a re-breeding shall be borne by Mare Owner.
12. Live Foal Guarantee shall apply only if Mare is pregnancy checked "safely in foal" by licensed veterinarian at 15 – 21 days after breeding by ultrasound, or if ultrasound is not available, no later than 30 days following insemination. Mare Owner agrees to provide Stallion Owner with written notification, signed by licensed veterinarian no later than 45 days following insemination.
13. If Mare miscarries, aborts or fails to conceive, Mare Owner is entitled to a re-breeding of the Mare during the current season or the following season only, provided all fees and expenses have been paid. A veterinarian's certificate is required. All chute fees for a re-breeding shall be borne by Mare Owner.
14. If Mare dies or becomes unfit to breed, Mare Owner is entitled to a re-breeding of another Mare during the current season or the following season only with an approved substitute, with no additional breeding fee, provided all fees and expenses have been paid. A veterinarian's certificate is required. All chute fees for a re-breeding shall be borne by Mare Owner.
15. If a Caslick's Procedure is recommended, Mare Owner agrees to have such procedure performed. Failure to perform such procedure shall void the Live Foal Guarantee.
16. Mare shall be vaccinated by a licensed veterinarian or by Mare Owner with vaccine dispensed by licensed veterinarian as follows:
  - a) At 5, 7, and 9 months, for rhinopneumonitis; and
  - b) At 10 months for sleeping sickness, tetanus and equine influenza.Proof of vaccination may be required.

17. Failure to administer such vaccinations shall void the Live Foal Guarantee. Mare shall be de-wormed every 60 days throughout pregnancy. Proof of such de-worming, or approved alternative worming protocol is required. Failure to follow such de-worming schedule shall void the Live Foal Guarantee.

**Miscellaneous Provisions**

18. This Agreement shall not be assigned or transferred by either party without the express written consent of the other. If the Mare is to be re-bred, and the Mare Owner fails to deliver her for breeding during the following breeding season, then any and all fees and expenses paid shall be non-refundable, this Agreement shall be terminated, and the Stallion Owner and the Farm are released from all further responsibility.
19. A Breeder's Certificate will be issued for a foal when a licensed Veterinarian determines the Mare to be "safely in foal" and the breeding fee and all expenses have been paid in full.
20. This Agreement is governed by, and shall be construed under, the laws of the state of Texas.
21. This Agreement may be modified or amended by written agreement of the parties.
22. Either party may terminate this Agreement for failure of other party to meet any material terms of this Agreement. In the case of a breach or default by one party, the non-breaching party shall have the right to reasonable costs, including attorney's fees, incurred as a result of such breach or default.
23. No waiver of any provision hereof shall constitute a waiver of any other provision of this Agreement.
24. This Agreement shall be binding upon the parties, their heirs, agents, personal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Color Me Smart LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Mare Owner**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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