

# 2010 BOARDING AND BREEDING SERVICES CONTRACT

**Premier Breeding Services, LLC**  
**PO Box 660, Kiowa, CO 80117**  
**Lab: 303-681-9717 Fax: 303-681-9713**

Brad Ray, M.S., Owner/Manager

THIS BOARDING AND BREEDING SERVICES CONTRACT is made and entered into this \_\_\_\_day of \_\_\_\_\_, 2010 (the "Agreement"), by and between PREMIER BREEDING SERVICES, LLC, a limited liability company existing under the laws of the State of Colorado (hereinafter designated as "PBS"), and

\_\_\_\_\_(hereinafter designated as "Owner"), whose address is  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PH HOME \_\_\_\_\_ PH WORK: \_\_\_\_\_ PH CELL \_\_\_\_\_

1. PBS agrees to board and feed the horse(s) of the Owner, which is/are identified on the exhibit attached hereto, for \$20 per day (the "Boarding Fee"). There will be a thirty (30) day prior notice of any price changes.

2. PBS agrees to provide to the Owner various stallion and/or mare management services. PBS does not provide any veterinarian medical services hereunder, but merely agrees to provide the breeding facility and services set forth above. Under contract with PBS is a veterinarian retained by PBS to work on behalf of the Owner with respect to any veterinary service that are offered. A feeding program shall be developed in keeping with generally accepted health and maintenance principles.

3. The Owner agrees to pay the Boarding Fee and all Breeding Services Fees to PBS upon receipt of the invoice for such services. With the execution of this contract, the Owner also agrees that they have read and understand the attached breeding/boarding services fee schedule. The Owner also agrees and understands that the breeding/boarding services fee schedule is not a comprehensive list of the services provided by PBS and additional charges not listed on the schedule, may apply. Further, the Owner understands that in the course of providing reproductive management services, veterinarians working with PBS in providing such services may deem it necessary to perform veterinary procedures consistent with the practice of reproductive medicine and that such services may be performed, independently, by the veterinarian unless they are covered by PBS within the breeding service fee schedule. The Owner hereby agrees to pay the veterinarian directly for such services.

4. A deposit in the amount of \$500.00 per horse will be paid at, or prior to, the time of arrival of the horse(s) at PBS, unless otherwise waived by PBS. Reservations for breeding services will be held by a deposit in the amount of \$500.00 per horse. Deposits will be applied to board and breeding charges accrued by the Owner while their mare/stallion is at PBS. All amounts due PBS or its veterinarians shall be paid in full before the horse(s) will be released to the Owner for removal from PBS premises. Owner hereby grants to PBS an agistor lien as permitted pursuant to C.R.S. §38-2o-201. In the event that the horse is abandoned, PBS may other remedies that are provided therein for abandoned livestock. In the event ANY AMOUNT is delinquent more than sixty (60) days, including late charges, PBS may foreclose its lien on the horse(s) and tack. Any amounts from the sale or other disposition, in excess of the amount due plus interest (18% per annum) on the delinquent amount and costs and expenses of sale including reasonable attorney's fees, shall be delivered to the Owner at the above address or held for the Owner by PBS if the Owner cannot be contacted; no interest shall be paid on any such amount retained or held for Owner.

5. PBS reserves the right to terminate this Agreement with the Owner at any time.

6. In the event of an illness, accident or emergency, PBS shall attempt to notify the Owner before securing treatment for the horse, IF TIME PERMITS. If Owner does not provide medical treatment, PBS or its veterinarian is hereby authorized to provide the treatment at the Owner's expense. Non-payment shall constitute a default hereunder entitling PBS to take the action described in paragraph 4 of this agreement.

7. Whenever there is any conflict between any provision of this Agreement and any statute, law, regulation, or judicial precedent, the latter will prevail, but in each such event the provisions of this Agreement thus affected win be curtailed and limited only to the extent necessary to bring them within the requirement of law. If any part, section, paragraph, or clause of this Agreement will be held by a court of proper jurisdiction to be indefinite, invalid, or otherwise unenforceable, the entire Agreement will not fail on account thereof, but the balance of this Agreement will continue in full force and effect unless such construction would be clearly contrary to the intention of the parties or would be unconscionable.

8. This Agreement together constitutes the entire Agreement between the parties pertaining to the subject matter

Initial \_\_\_\_\_

## 2010 BOARDING AND BREEDING SERVICES CONTRACT

contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement will be deemed to or will constitute a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless expressed in writing by the party making the waiver.

9. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the Owner at the last address he has filed in writing with the Company or, in the case of PBS at its principal business offices at 17112 Highway 86, Kiowa, CO 80117.

10. Except as may be otherwise provided herein, this Agreement shall be binding upon and insure to the benefit of the PBS.

11. NO WARRANTIES OR. GUARANTEES ARE GIVEN UNDER. THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR. IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL EITHER PBS BE LIABLE TO THE OWNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES INCURRED BY OWNER, WHETHER. IN AN ACTION OF TORT, WHETHER FORESEEABLE OR NOT, EVEN IF PBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON PERFORMANCE UNDER. THIS AGREEMENT.

12. Owner agrees to save, hold harmless and indemnify PBS, its employees, agents, landlord, members and managers, from and against any and all actions, suits, controversies, agreements, promises, damages, judgments or demands caused by any actions or omissions of Owner, whether in tort or contract.

13. For any riding activities, the Owner agrees to execute a Full Release of Liability and, further, to be bound by its terms and conditions on behalf of the Owner and each of his/her minor children. The Owner acknowledges that if he/she or his/her minor children invite or hire any guest/agent/trainer to engage in any activity associated with the use, handling, breeding or riding of a horse, that the Owner is responsible for ensuring that all such parties execute a Full and Final Release of All Claims. If Owner fails to do so, Owner agrees to hold harmless and indemnify PBS, its principals, employees, agents and representatives of and from any costs and attorney's fees incurred as a result of any claims brought by the guest/agent/trainer of the Owner or his/her minor children.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

BY \_\_\_\_\_ Owner (or Agent of Owner) DATE

\_\_\_\_\_

BY \_\_\_\_\_ Agent Premier Breeding Services, LLC

DATE \_\_\_\_\_

**Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to Section 13-21-119- Colorado Revised Statutes.**

### CREDIT CARD INFORMATION AND AGREEMENT

I, \_\_\_\_\_, authorize Premier Breeding Services, LLC/Ray Stallion Services, LLC to

charge deposits/monthly invoicing/ unpaid fees to my: ( ) Visa ( ) Visa Check Card ( ) MasterCard

Card Number: \_\_\_\_\_ Security Code: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_

Name on Card (please print): \_\_\_\_\_

Address where CC bill mailed: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initial \_\_\_\_\_

**2010 BOARDING AND BREEDING SERVICES CONTRACT**

**PREMIER BREEDING SERVICES, LLC  
2010 BREEDING SEASON PRICE LIST**

Item	Description	Cost (USD)
Stallion Board (Resident/Standing)	Full-care board including a 12' X 20' stall with turnout, blanketing, lights, and regular grooming. Non-resident stallions (i.e. short-term) will be billed at the rate of \$20.00 per day.	\$475.00/month \$20.00/day short-term
Mare Care (wet or dry)	Full-care with 12' X 14' stall and turnout or shed row with run. Supplemental feeds to be provided by mare owner.	\$20/day
Shipped Semen	Semen collection, evaluation and packaging for shipment. Price quoted is PER SHIPMENT/PER MARE shipped to. A single collection which is processed for multiple mares will be billed at the stated rate for each mare. The stallion owner will be responsible for all collection/shipping costs for receiving mares unless the receiving party has made payment in advance to Premier Breeding Services.	\$275.00 Weekday delivery \$290.00 Saturday delivery (includes collection , packaging and overnight shipping fee)
Courier Service	COUNTER-TO-COUNTER (same day) shipments of semen will be taken to/picked up from DIA Colorado Springs. The quoted fee is applicable when semen is transported by a Premier Breeding Services employee. Should an alternative courier service be required, the requestor will be billed accordingly.	\$125.00 plus Shipped Semen fee
Semen Collection	For mares managed/bred on-site to stallions standing at Premier Breeding Services, LLC. This fee does not apply to semen which will be shipped or used away from the Premier Breeding Services premises. This will be charged to the mare owner unless otherwise requested by the stallion owner.	\$75.00
Mare Cycle Management	This fee will cover management as well as vet fees limited to ultrasounds and inseminations (semen collection NOT included) in a single normal cycle and will include three ultrasound checks for pregnancy during stated breeding season. The fee does not include administration of hormones/drugs commonly used in reproductive management, nor does it cover any reproductive procedures beyond the abovementioned ultrasound/inseminations. Any additional veterinary services will be billed by the veterinarian. Should the mare require management/breeding beyond the first cycle, subsequent cycles will be billed at the quoted discounted rate.	\$350.00/first cycle \$275.00/subsequent cycle(s) \$425.00 frozen semen \$350.00 subsequent frozen semen cycles
Embryo Collection Management	Embryos may be collected at Premier Breeding Services and transported to a recipient mare facility for transfer. Mare owners must contract with the recipient facility of their choice and Premier Breeding Services will ship the embryo to the desired facility. Premier will manage the donor mare through the cycle in which she is bred and the mare owner will be charged the standard first-cycle fee quoted above (\$350 fresh semen/\$425 frozen semen –subsequent cycle discounts do not apply to cycles bred for embryo collection) as well as semen collection fees. Technical services, materials and uterine lavage vet fee are included. Courier and/or shipping fees will apply to the transport of the embryo to the recipient facility.	\$400.00/Collection Attempt
Custom Semen Freezing Services & Storage	Semen Cryopreservation and storage. Domestic or International	Call for Quote
Foaling Services	*If additional vet services are required, they will be billed separately by the veterinarian.	\$450.00 plus mare care

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**Brad Ray, M.S., Owner/Manager**  
PO Box 660, Kiowa, CO 80117 303-681-9717 (lab) 303-681-9713 (fax)  
www.premierbreedingservices.com

## Mare & Stallion Arrival Information Sheet

**Owner Information:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Phone (Home) \_\_\_\_\_ Phone (Work) \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
Employer \_\_\_\_\_ Employer Phone \_\_\_\_\_  
Emergency Contact (if owner cannot be reached) \_\_\_\_\_

**Mare/Stallion Information: Sex (circle one) Mare Stallion Mare with Foal at side Registered**

Name \_\_\_\_\_ Nickname \_\_\_\_\_  
Breed \_\_\_\_\_ Registration # \_\_\_\_\_  
Age \_\_\_\_\_ Vices, if any \_\_\_\_\_  
Color \_\_\_\_\_ Markings \_\_\_\_\_  
Current Diet \_\_\_\_\_

(Note: Owner must provide feed supplements if desired and Premier Breeding Services staff will feed them to your horse.)

If mare with foal at side, when was the foal born? \_\_\_\_\_

Do you desire turnout for your horse?(no additional cost) Yes No

Blanketing needs, if any: \_\_\_\_\_

Medications? (must be provided by owner) \_\_\_\_\_

Which of our breeding management services is your mare/stallion here to receive? \_\_\_\_\_

\_\_\_\_\_

**How did you hear about Premier Breeding Services?**

referral (if so, whom may we thank?) \_\_\_\_\_

newspaper/magazine (Do you remember which one?) \_\_\_\_\_

posted flyer (where?) \_\_\_\_\_

mailing/newsletter \_\_\_\_\_

show booth (which one?) \_\_\_\_\_

**Mare Breeding Information: Stallion to be bred**

to: \_\_\_\_\_

Where located? \_\_\_\_\_

Phone # and contact name: \_\_\_\_\_

**Health History:**

Please describe any past/present health issues pertaining to your horse \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Recent Vaccination History:**

Vaccine	Approx date given
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Veterinarian Information:**

Name \_\_\_\_\_ Clinic \_\_\_\_\_  
Phone \_\_\_\_\_

**Breeding History:**

Mare (circle): maiden open barren in foal foal at side this year's foal weaned

If barren, when was your mare last bred? \_\_\_\_\_

If barren, was your mare confirmed in foal and then lost the pregnancy?

Yes No

If no live foal, please give any information you may have regarding the loss of the pregnancy \_\_\_\_\_

Recent uterine culture? Yes No If "Yes", when? \_\_\_\_\_  
result? \_\_\_\_\_

Uterine biopsy? Yes No If "Yes", when? \_\_\_\_\_  
result? \_\_\_\_\_

Stallion (circle): never bred natural service trained to phantom experienced

Tested and Vaccinated for EVA? Yes No If "Yes", when \_\_\_\_\_

**NOTE: Due to the recent EVA outbreak in neighboring states, PBS requires that all stallions arriving on premises have been tested negative for and vaccinated against EVA. Those stallions not vaccinated must have been tested negative for serum antibodies to EVA within 10 days prior to their arrival at PBS. All stallion owners must present documentation of testing and results.**

Number of mares bred last year \_\_\_\_\_

Number of mares confirmed in foal \_\_\_\_\_

Number of live foals \_\_\_\_\_

Number of mares bred this year \_\_\_\_\_

Number of mares confirmed in foal \_\_\_\_\_

How were the above mares bred? Natural service AI Fresh/Cooled/Frozen?

History of subfertility/infertility? Yes No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please give any additional information you feel may be useful to us in working with your stallion. \_\_\_\_\_

\_\_\_\_\_

(NOTE: Due to the fluid nature of reproductive management, any change of services requested by owner during the course of providing management services, communicated in whatever fashion and acknowledged by PBS in its records, takes precedence over the above. The horse owner understands and agrees that such changes may not be documented on this form.)

Owner's/Agent's signature \_\_\_\_\_ Date \_\_\_\_\_

If requesting a reservation for breeding management services, please enter desired drop off date: \_\_\_\_\_. Please contact Premier 2 weeks in advance of this date to confirm arrival date of mare/stallion.

Thank you for choosing Premier Breeding Services, LLC for your equine breeding management needs. We look forward to working with you and your horse(s) this season and over the years to come!