



Training Division • 10538 Hwy 131, Odessa, Missouri 64076
Breeding Division • 1776 Louisville Rd, Harrodsburg, Kentucky 40330
816-564-0012 • Fax 816-222-0605
www.ClintFullerton.com • ClintFullerton@aol.com

This agreement is hereby made by and between CLINT FULLERTON, Inc., herein after known as "CFI" and Mare Owner:

Name:
Street Address:
City State Zip
Mobile Phone Area Code Phone
Phone 2 Area Code Phone
Fax Area Code Fax
Email

hereinafter referred to as "Mare Owner."

WHEREAS CFI, stands the stallion, TD Kid
hereinafter referred to as "Stallion" and WHEREAS the Mare Owner wishes to breed the mare:

Mare Name(s) Select Registry #

hereinafter referred to as "Mare" to the Stallion, and NOW THEREFORE, it is mutually understood and agreed by CFI and Mare Owner as follows:

1. **Breeding Fee:** Upon acceptance of this Contract, CFI reserves for Mare Owner a breeding service for Mare during the 2009 season (2/1/09-7/15/09) to the Stallion for one (1) resulting foal. The breeding fee of \$ for the Stallion, which Mare Owner agrees a) to pay in full prior to the initial shipment of transported cooled semen, or b) if Mare is being bred at CFI, will be charged when Mare arrives. Discounts available (**one discount per mare**):

Free: APHA/AQHA World Champion Mare or Producer
50%: APHA/AQHA Reserve World Champion Mare or Producer
25%: APHA/AQHA Superior Halter Mare or Producer
10%: APHA/AQHA Register of Merit Halter Mare or Producer
10%: Multiple Mare Discount

2. **Transported Cooled Semen:**

a) **Requirements:** Mare Owner is required to pre-pay all fees. **Shipped Semen requests must be made prior to 11:30 am (EST) / 10:30 am (CST) / 9:30 am (MST) / 8:30 am (PST) on collection days of Monday, Wednesday and Friday.** Mare Owner is required to notify CFI if Mare is "in foal" or "not in foal" within 18 days of insemination. **No shipments will be available on Memorial Day.**

b) **Charges:** All fees are on a per shipment, per mare basis-\$**100.00** On Farm Pick-Up / **\$200.00** Overnight Delivery (Fed/Ex) / **\$400.00** Airport Counter to Counter-Same Day Service (American Airlines).

3. **On Farm Breeding:**

a) **Requirements:** Mare must be halter broke and, to Mare Owner's knowledge, free from communicable disease and illness. Mare must be current on deworming and immunizations for flu, rhino, strangles, potomac horse fever and west nile virus. Mare must have a current negative uterine culture. A signed copy of the CFI Services Contract must be on file for Mare Owner or accompany this Contract upon arrival of Mare.



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b) **Authorization to Service:** Mare owner agrees CFI may authorize a licensed veterinarian to check Mare for normal breeding conditions and perform such other veterinary services, including but not limited to a uterine culture, and breeding method deemed necessary to provide an optimum condition for conception, and for the treatment and protection of the Mare and/or foal at side. If, however, Mare does not conceive, CFI shall be held harmless. Mare owner agrees CFI may request a farrier to perform routine care for Mare. Such veterinary and farrier services shall be at Mare Owner's expense and shall be paid upon presentation of the charges; all charges must be paid in full prior to release of Mare.

c) **Charges:** Mare Care: \$17.50 per day (wet) / \$15.00 per day (dry) / \$25.00 per insemination

d) **Agreement to Pay:** Mare Owner agrees to pay all CFI charges promptly. All invoices will be sent on the 1st of the month and are due upon receipt. A late fee of \$100.00 will be assessed on all accounts that are not paid in full by the 15th of the month, regardless of postmark. All services will be restricted for delinquent accounts as of the 25th of the month and a 2% surcharge will be added to all accounts thirty days past due. No mare will be released until all charges are paid in full to CFI pursuant to this Contract. Mare Owner hereby grants to CFI a lien on Mare and foal produced by this Agreement to further secure any sums due hereunder, and agrees that a copy of this Contract may be filed or recorded by CFI in lieu of a UCC Financing Statement.

e) **Mare Departure:** Mare Owner must schedule with CFI the Mare's departure A Minimum of 48 Hours in advance to allow CFI sufficient time to prepare a final invoice of charges.

4. **Substitution:** Any mare substitution requested by Mare Owner will be permitted only if agreed to in writing by CFI and, if allowed, will incur an additional chute fee of \$250.00 all fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

5. **Live Foal Guarantee:** If Mare fails to conceive, aborts the foal, dies or the foal dies within twenty-four (24) hours of birth, CFI guarantees a return breeding in the 2010 breeding season only, provided that within one week of birth or abortion of said foal or death of Mare CFI is provided written certification by a licensed veterinarian that the foal was not a "live foal" and that the death of the foal and/or Mare was not due to the negligence of Mare Owner, Mare Owner's agents or the employees thereof.

A chute fee of \$250.00 plus 2010 fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

6. **Live Color Foal Guarantee for Color Breeders:** CFI will provide a live colored foal (defined as a foal that is born with insufficient white markings to receive regular registration as per current rules with the APHA registry) guarantee as follows:

a) If resulting foal has insufficient white markings as described above, CFI guarantees a free return breeding in the 2010 season only, for the same Mare to the same Stallion. No live foal or color guarantee will apply on any color guarantee rebreed.

b) Mare Owner to provide CFI with photographs showing all areas of said foal and Mare and foal together. Should said foal ever be granted regular registration with APHA, regardless of ownership of Mare or said foal, Mare Owner will pay CFI the balance of the 2010 breeding fee due immediately upon registration of said foal.

c) A chute fee of \$250.00 plus 2010 fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

A color guarantee will not apply to quarter horse mares bred to a double (APHA/AQHA) registered stallion.

7. **Re-breed Qualification:** All guaranteed privileges are automatically lost or forfeited if Mare is taken to any other stallion before coming back to Stallion for return service.

8. **Breeders Certificate:** A Breeders Certificate will be furnished to Mare Owner by CFI upon notification of the birth of a live foal conceived by this service if and only if all charges incurred by Mare Owner have been paid in full. No certificate will be issued until any



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unpaid charges, including any late fee and service charges for past-due balances, are paid in full which include but are not limited to the breeding fee, transported cooled semen shipment fees, and veterinary and farrier service fees.

9. **Captions and Heading:** Captions and heading through out this Contract are for convenience of reference only and shall in no way be deemed to define, limit or add to any provisions of this Agreement.

10. **Assignment:** Any assignment or transfer of this Agreement is strictly prohibited.

11. **Governing Law:** This Contract will be governed by, and construed in accordance with, the laws of the State of Kentucky. The parties hereto agree, and each hereby submits to, the appropriate jurisdiction with the State of Kentucky with respect to any legal proceeding resulting from this Contract.

In the event that it may be necessary for CFI to employ an attorney to enforce the terms and conditions of this Contract, or as a result of Mare Owner's breach, Mare Owner agrees to pay all attorney fees, arbitration and/or court costs expended by CFI through and including the execution of any judgment.

In the event any section, paragraph, sentence, clause or phrase contained in the Contract documents shall be determined, declared or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration or adjudication in no manner affects the other sections and paragraphs.

12. **Credit Card Payment:** Mare Owner may pay aforementioned fees with Visa or MasterCard. Charges will be made against the credit card when appropriate as outlined in the Agreement and will be billed to the cardholder, provided the necessary information is shown below, in its entirety: (3.5% surcharge on all credit card transactions)

Card Holder Information:

Name:
Street Address:
City State Zip
Area Code Phone

Credit Card Authorization: (please check all that apply)

☐	☐	☐
Breeding Fee	Shipped Semen Fee	FTM Invoices
Select		
Type of card	Card Number	Exp.Date

Card Holder Signature _____ Date:

13. **Acceptance:** By signing, Mare Owner's signature attest to the fact that the Mare Owner has read and understands all of the outlined herein and accepts this Contract, in its entirety, as a legal and binding instrument in the State of Missouri.

MARE OWNER:

Print Form

Signature of Mare Owner

Date

Breeding Contract for Mare