

CSU/ERC STALLION BREEDING CONTRACT

2026

Today's date:	**Please include a copy of the mare's registration papers when returning this contact		
STALLION INFORMATION			
Registered Name: SHINING FIRST DASH	Breed: QH	Registration No: 5034668	
Genetic Testing: 6 Panel N/N; EJSKA N/N			
Stallion Owner: CSU ERC	Age: 19	Color: SORREL	
<input type="checkbox"/> Stallion Rebreed Fee	\$ 350.00	To CSU/ERC	
<input type="checkbox"/> Stallion Breeding Fee	\$ 750.00 (includes booking fee)	To CSU/ERC	
SERVICES			
Services	<input type="checkbox"/> Cooled Transported Semen	<input type="checkbox"/> Frozen Semen Only	
	<input type="checkbox"/> On-Site Breeding		
MARE INFORMATION			
Registered Name:	Breed:	Registration No:	
Barn Name:	Color:	Age/DOB:	
Please select one: <input type="checkbox"/> Carry Own <input type="checkbox"/> Embryo Transfer Donor			
Is Your mare Insured?	Insurance Co:	Phone:	
MARE OWNER INFORMATION			
Owner Name:	Email Address:		
Address:	City:	State:	Zip Code:
Primary Phone:	<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business	Agent Name:	
Secondary Phone:	<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business	Agent Phone:	
In case of an emergency please provide us with a secondary contact name and number of a person that can authorize veterinary medical or surgical treatment.		Name:	
		Ph:	
Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> Email / Billing Email:			
SHIPPING INFORMATION			
Ranch/Farm Name:	Contact Name:		
Address:	City:	State:	Zip Code:
Primary Ph:	Business Ph:	Mobile Ph:	
Email Address:	<input type="checkbox"/> Fed-Ex <input type="checkbox"/> UPS		
Nearest Airport:	Airport Code:		
Breeding Fee Guidelines:			
<u>Cooled Transported or Frozen Semen:</u>			
1. Breeding season 2026 begins February 2 and concludes July 10 . Collection days for cooled semen are Monday, Wednesday, Friday . Semen must be requested by 4:00 pm MST the day prior to collection day and canceled/confirmed by 9:00 am MST day of collection. All frozen semen shipments require 24 hours-notice to fulfill shipment order.			
2. Breeding fee may include up to four breeding doses (two doses per cycle) of frozen semen for frozen semen only stallions . Additional container rental, shipping and frozen semen handling fee will apply.			
3. All shipping (Fed-Ex or UPS) or counter to counter shipments are billed separately as requested.			
4. All shipping fees must be paid the day semen is shipped.			
<u>On-Site Mare Breeding:</u>			
1. Mare Owner is responsible for all mare management related fees and \$325 stallion collection/processing fee for fresh dose of semen.			

Page 2 does NOT apply to cooled/frozen shipped semen mares; please skip to page 3.

HEALTH & MANAGEMENT

Prior to arrival at the CSU/ERC, we require horses to be vaccinated for the following diseases. Please note at least one of the following: 1) approximate date of last vaccination or 2) vaccines needed upon arrival or 3) vaccines you do not want given. **If no vaccination history is provided, animals will be vaccinated upon arrival at Owner's expense.** Please include most recent vaccination dates below.

Eastern & Western Equine Encephalitis	(Date)	FARRIER SERVICES Trimming or shoeing will be performed as needed or requested. Please note any special instructions and/or contact phone numbers for a farrier to call for instructions. ERC Farrier services will be billed directly by the farrier to the mare owner. Add'l holding fee of \$25/hr may apply. <u>Prepayment will be required.</u> Trim Full Shoe Half Shoe Other Last Farrier Date: _____ <input type="checkbox"/> _____ (initial here) I am requesting NO FARRIER services to be performed on my mare. Must be checked and initialed.
Tetanus	(Date)	
Influenza	(Date)	
Rhinopneumonitis (Foaling Mares REQUIRED 5, 7, 9 mo.)	(Date) (Date) (Date)	
West Nile	(Date)	
Rabies (recommended)	(Date)	
Clostridium C & D (Foaling Mares REQUIRED 6 wk, 3wk prior)	(Date) (Date)	
Equine Rotavirus (Foaling Mares REQUIRED 8,9,10 mo.)	(Date) (Date) (Date)	
Strangles (<i>Streptococcus equi.</i>) (optional)	(Date)	
Last Deworming (Type/Brand):	(Date)	
Current Negative Coggins (Required w/ in 12 mo.)	(Date)	

HEALTH & MANAGEMENT

Please provide the following information to help us manage your animal. We require disclosure of any medical conditions that could affect management of the animal before acceptance in this program.

Medical Problems:	Current Treatments:

FEED INSTRUCTIONS

Please provide quantities as measured in pounds (lbs). All forage and concentrate are weighed prior to each feeding. The standard diet at CSU/ERC is grass and/or alfalfa hay and a balanced concentrate.

Hay Type & Quantity (pounds):	Grain Type & Quantity (pounds): <i>*Must provide 30-day supply if using Owner provided.</i>
Supplements & Quantity. Must provide a 30-day supply, pre-bagged (if more than 1 supp.)	

TERMS AND CONDITIONS

This Stallion Breeding Agreement (“Contract”) is entered into on the last day of signature (“Effective Date”) by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of the College of Veterinary Medicine and Biomedical Sciences, Equine Reproduction Center (hereafter referred to as “CSU/ERC”) and the Mare Owner identified on page 1 above. CSU/ERC agrees to provide services selected on page 1, for the mare identified on page 1.

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the Mare, or if not the owner, then has actual authority to act as Owner’s agent for purposes of entering into this Contract, and to make any and all decisions regarding the animal and its veterinary care. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless CSU/ERC from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Mare Owner shall be deemed binding upon the person signing this Contract and the owner of the Mare (hereinafter, individually and collectively referred to as the Mare Owner).
2. Mare Owner agrees that during the period CSU/ERC is in possession of the Mare and/or foal, good equine practice may suggest and/or require the Mare and/or foal be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Mare Owner hereby grants to CSU/ERC the right and authority, based upon its independent judgment, to administer routine preventative medicine and to have the Mare and/or foal trimmed or shod at any time by a farrier selected by CSU/ERC. The Mare Owner will be billed directly by farrier for all farrier services.
3. The Mare Owner hereby releases and shall indemnify and hold CSU/ERC harmless from any claim, demand or loss arising from any disease, injury or death to the Mare and/or foal and/or *in utero* foal arising out of any undertaking by CSU/ERC under the terms of this Contract. Further, Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERC, and Rocky Mountain Equine, LLC (RME), lessor of the recipient mare(s), from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorneys fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of Mare Owner, or of any person while the recipient mare(s) are under Mare Owner’s possession or control, whether caused by the sole negligent acts or omissions of Mare Owner or by the concurrent negligent acts or omissions of Mare Owner, arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERC or RME), condition, or housing of the Mare, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of CSU/ERC and RME. **WARNING:** 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.
 - a. Mare Owner hereby releases and shall indemnify and hold CSU/ERC harmless from any claim, demand or loss arising from transport or transport regulations. Mare Owner is responsible for knowledge and adherence to guidelines for intrastate, interstate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. CSU/ERC or RME does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERC and RME from any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation.
4. **FOR MARE OWNERS BREEDING TO STALLIONS MANAGED BY CSU/ERC:**
 - a. Mare Owner agrees to pay a Stallion Breeding Fee (including booking fee). Booking fee (nonrefundable) is due upon signing and return of this Contract. The remaining Stallion Breeding Fee balance is due prior to first shipment of semen or breeding of Mare at CSU/ERC.
 - b. Mare Owner agrees to pre-pay initial cycle management and/or foaling management fee prior to start of service. This prepaid fee will be applied to client account as a credit.
 - c. **Frozen Semen Only** Stallion Breeding Fee will include up to four doses of frozen semen; (**two doses per cycle**). Dry shipper rental, frozen semen handling fee and all shipping fees are billed separately.
 - d. The Stallion Breeding Fee is for one live foal. A live foal is one that will stand alone and nurse within 24 hours after foaling without assistance. In the case that multiple embryos are produced and result in a pregnancy, an additional Stallion Breeding fee will be due. In the case of vitrified (frozen) embryos, an additional Stallion Breeding Fee will be due at vitrification per embryo.
 - e. Should Mare not become pregnant, lose the pregnancy or should the foal die at birth, Mare Owner will

- send notice, signed by a licensed veterinarian within **ten** days of determination of same to the Stallion Manager and Stallion Owner. Mare Owner will be entitled to rebreed the mare during the same breeding season or the **following season only**. Mare Owner may substitute Mare upon approval of Stallion Manager and Stallion Owner. Mare Owner will be required to pay a rebreed fee indicated on fee schedule and any board, shipping, veterinary or other fees associated with the rebreed contract.
- f. Mare Owner agrees to provide current breed registration papers (front and back) for the Mare listed on this Contract. Mare Owner also agrees to notify Stallion Manager of the pregnancy status of the Mare by **60 days of gestation**.
 - g. All mare (and foal) related treatment or services provided at CSU/ERC will be billed separately and are in addition to the breeding fee and will be paid by Mare Owner before Mare (and foal) leave CSU/ERC or every 30 days, whichever comes first. CSU/ERC may examine and treat the Mare or foal for breeding condition or disease once notification of such treatment has been made to Mare Owner.
 - h. Upon arrival, the Mare must be halter broke and safe to handle, accompanied by a current health certificate and a current negative Coggins test. The Mare must also be current on tetanus, influenza, sleeping sickness, rhinopneumonitis, and West Nile vaccinations. It is recommended that dry mares have a current negative uterine culture prior to breeding. Unruly or dangerous mares will be returned to Mare Owner at Mare Owner's expense and Stallion Breeding Fee and all board fees incurred shall be retained by CSU/ERC.
 - i. Breeding season **2026 begins February 2 and concludes July 10**. Collection days for cooled semen are **Monday, Wednesday, Friday**. Semen must be requested by 4:00 pm MST the day prior to collection day and canceled/confirmed by 9:00 am MST day of collection. All frozen semen shipments require 24 hours-notice to fulfill shipment order. Same-day shipment requests are not guaranteed. Preference for semen will be given to mares at CSU/ERC.
 - j. CSU/ERC will follow standard laboratory procedures for processing semen for cooled and frozen semen. CSU/ERC does not guarantee the number of sperm cooled/frozen, quality or fertility of cooled/frozen semen.
 - k. **Every attempt will be taken to deliver cooled/frozen semen to Mare Owner in good condition, however once the shipment leaves CSU/ERC, CSU/ERC cannot be held responsible for delayed arrival or condition of cooled/frozen semen upon arrival to Mare Owner.**
5. The Mare Owner shall be responsible for all charges associated with the shipment, storage, and handling of semen and/or embryos to CSU/ERC, including but not limited to express mail, courier, airline, and return freight fees. The Mare Owner shall also be responsible for all costs related to the disposition or storage of cryopreserved embryos remaining at the end of the breeding season (September), including the cost of returning, storing, or destroying any unused embryos.
 6. Mare Owner agrees to **pay all charges in full** before removing Mare and/or foal. See Fee Schedule attached hereto. Mares will not be released if insufficient notice is given, or the bill is not paid prior to departure. The Mare Owner is required to make transportation arrangements for departure between the hours of 7:30 am to 4:30 pm Monday through Friday, unless previous arrangements have been made well in advance.
 7. Mare Owner is responsible for **obtaining and paying for any insurance** desired on the Mare and/or foal and/or pregnant recipient and/or *in utero* foal and/or frozen semen stored and/or frozen embryos for Mare. CSU/ERC **does not** provide insurance.
 8. Mare Owner is responsible for **parentage testing** of any embryo transfer foal.
 9. Mare Owner is responsible for all **Breed Registry rules and regulations** and including, but not limited to, brand inspections required by law. Mare Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERC.
 10. CSU/ERC may initiate emergency medical or surgical treatment, including transfer to the Johnson Family Equine Hospital or another veterinary facility, if deemed necessary. CSU/ERC will make reasonable efforts to contact the Mare Owner before treatment or transfer. The Mare Owner is responsible for all associated costs, billed directly by the treating facility.
 11. This **Contract is non-transferable**. If the Mare is sold, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of the State of Colorado.
 12. CSU/ERC reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 2 days' notice to Mare Owner. This can include behavioral and safety concerns related to Mare and/or foal while in the care of CSU/ERC. Mare must be halter broke; meaning caught in a stall with reasonable effort and able to lead safely from stall to palpation stocks and in general terms be safe to work around. There will be no refunds on services provided PRIOR TO or during this Contact if terminated by either Party.
 13. By signing this Contract, I hereby grant CSU/ERC the irrevocable right and permission to photograph and/or record

my Mare/Donor Mare/Foal/Stallion in connection with CSU/ERC and to use the photograph and/or recording for educational, research or promotional purposes but not limited hereinto. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind. I also hereby grant CSU/ERC the irrevocable right and permission to collect and obtain both non-invasive and/or disposable samples from my Mare/Donor Mare/Foal/Stallion for the purpose of research or education while being managed at the ERC. Opt-out of photo/videography (*must initial*)

14. Each party agrees to **comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.** This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall exclusively be brought in the District Court in Larimer County, Colorado. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Mare Owner hereby authorizes and appoints CSU/ERC to execute any required documents on Mare Owner's behalf.
15. Payment is due upon dismissal or within 30 days of the invoice in the case of continued services. Late payments incur a \$25 handling fee and 1.5% monthly interest. Failure to remit payment within 30 days after invoice or to perform any term, condition, or covenant of this Contract—continuing for 10 days after written notice—constitutes default. In the event of default, CSU/ERC may suspend services, terminate this Contract as of the date specified in the notice, and pursue any remedies available at law. Accounts more than 120 days past due will be referred to CSU Collections, and the Mare Owner shall be responsible for all collection costs and attorney fees. Pursuant to C.R.S. 38-20-203, CSU/ERC retains a lien on all animals and property in its possession until payment is received. Jurisdiction and venue for enforcement or relief actions shall be exclusively in the District Court of Larimer County, Colorado. This **Contract constitutes the entire understanding** between the parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by CSU without an express, written and signed amendment to this Contract.
16. CSU/ERC shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Contract shall be construed as an express or implied waiver by CSU/ERC of its governmental and sovereign immunities, as an express or implied acceptance by CSU/ERC of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. As an institution of the State of Colorado, CSU/ERC is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract shall be null and void.
17. **Assumption of Risk and Acknowledgment of Potential Complications**
The Mare Owner acknowledges and understands that equine reproductive procedures, including but not limited to rectal palpation and ultrasound examination, artificial insemination, embryo collection and transfer, stallion semen collection, stallion phantom training, oocyte aspiration, and other assisted reproductive techniques, carry inherent risks. These risks may include, but are not limited to, rectal tears, infection, bleeding, colic, injury, abortion, foaling dystocia, or death of the mare/foal/stallion/or embryo. The Mare Owner further understands that, despite the exercise of the highest standard of professional veterinary care, complications can occur that may require additional diagnostic procedures, treatments, surgery, or other veterinary interventions, which may incur additional costs. By engaging the services of the Colorado State University Equine Reproduction Center, the Mare Owner acknowledges these risks and consents to the performance of such procedures, accepting responsibility for associated outcomes and expenses.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize CSU/ERC to act as temporary agent on my behalf pursuant to paragraph 10 above should the Mare, her foal and/or pregnant recipient require emergency medical or surgical treatment and I authorize the release of medical and/or financial information to/from the VTH to CSU/ERC.

