



Owner: Robin Mitchell Forrest

4202 Danek Rd.
Crosby, TX 77532
281-932-4233

BREEDING CONTRACT

THIS AGREEMENT is made and entered into the _____ day of _____ and year of _____ by and

between: _____ residing at _____

City _____ State: _____ Zip _____, Res. Phone: _____

Office/Barn: _____, and Cell Phone: _____ referred hereinafter as "Mare Owner" or "Purchaser,"

and stallion Owner, Robin Mitchell Forrest.

WITNESSETH,

Whereas ROBIN MITCHELL FORREST, STANDS THE STALLION "INVEST IN RODEO," AHA #342121, and the Purchaser owns the mare

named _____, Breed Registry & Registration No. _____ described

as _____ in color and foaled on _____ and insured (if applicable by _____

Policy# _____, said Company's Emergency Telephone Number being _____

Purchaser hereby agrees to read all stipulations contained in this Contract as may be applicable to them and/or their mare/s, and to submit all necessary information requested herein:

STALLION CREDENTIALS:

"Invest In Rodeo" is a 1995 AQHA Registered Quarter Horse. "Invest In Rodeo," (alias "Boogie") is accredited as a lifetime IAHA Non-Arabian Sweepstakes Nominated Sire. He continues to sire numerous foals out of varied breed registry mares who are successfully competing in Open, Paint, Palomino, Buckskin, Quarter Horse, and Half-Arabian shows. This sire of 80 + Buckskin and Palomino foals to date is a beautiful intelligent stallion with a sterling pedigree and consistently sires exceptional foals with wonderful dispositions and outstanding athletic ability. Invest in Rodeo has sired a World and Reserve World Champion Palomino and multiple Buckskins Congress Grand Champions.

STALLION SERVICE FEES:

The 2011 breeding season for "Invest In Rodeo" offers the same special as last year with a stud fee of \$850.00 for non-dilute mares. The year 2011 also offers, an opportunity to breed single-dilute mares described as Buckskins, Palominos, Duns, Grullas, and Smoky Blacks at the cost of \$1,000.00 per breeding. "Invest In Rodeo" is a Perlino, which is a double-diluted Buckskin, and breeding him to the single-dilute colors identified above will create a 50% chance of the resulting foal being a double-dilute (Perlino or Cremello). Single-dilute Mare Owners are hereby apprised of that possibility and acknowledge acceptance of whatever the resulting color may be as some owners will hope for a double-dilute result, but some will not. **Rebreeds based on color of resulting foals when breeding "Invest In Rodeo" to single-dilute mares will not be considered.**

A non-refundable Booking Fee of \$250.00 per breeding is due upon submission of this Contract, and represents a portion of the total \$850.00 or \$1,000.000 fee, whichever is applicable. The remaining balance of either fee is due prior to on site insemination of the mare or prior to shipment of semen, whichever is applicable.

MISCELLANEOUS FEES, INTEREST RATES ON PAST DUE ACCOUNTS, Etc.:

Any additional services requested if Purchaser's mare is in residence at Equine Color Specialties such as vaccinations, working, farrier, etc., will be billed directly to Mare Owner. Board and expenses are to be paid monthly, within 10 days of invoice date. Interest will be charged at 1-1/2% per month (18% per annum) on each invoice that is over 30 days past due. All accounts must be paid in full prior to release of the mare/s. No Breeder's Certificate will be issued until all accounts are current. Equine Color Specialties is granted a first and superior lien and security interest, which shall be in addition to and not in lieu of any statutory Stockbreeder's, Stable keepers, and/or Pasturer's liens on the Mare and any foal born to her from this breeding, to secure all sums due by Mare Owner hereunder, which lien and security interest may be enforced by Equine Colors Specialties by law, including, without limitation, non-judicial foreclosure and sale under and in accordance with the Texas Business and Commerce Code.

RETURN BREEDING PRIVILEGES & LIVE DILUTE COLOR FOAL GUARANTEE:

Stallion Service Fees are non-refundable; however, Stallion Owner Guarantees a live foal from this mating. A "live foal" is defined as one that stands and nurses without assistance. If a foal is born dead, there are return privileges for the following season. Robin Forrest should be notified in writing by a veterinarian within one week following the birth that the mare produced a nonviable foal.) If after having been pronounced safely in foal, the mare should absorb or abort, Mare Owner has the choice of rebreeding during the current season. If the mare fails to conceive, she may be rebred the following year. Should the designated mare be pronounced unfit to breed, be sold, or die, another approved mare may be substituted the following year. If the Mare Owner elects not to rebreed the original mare or an approved substitute the following year, Mare Owner may sell this breeding if the new purchaser and selected mare are approved by the Stallion Owner. Should "Invest In Rodeo" become unfit for service, be sold, or die, Mare Owners have an option to breed their mare to any other AQHA Perlino or Cremello Stallion including sons of Invest In Rodeo for a reduced fee or receive a refund on the stud fee in the event Invest In Rodeo becomes unfit to breed, sold or dies.



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"Invest In Rodeo" is a double-diluted Buckskin and carries both red and black color genes. He will primarily sire varying shades of Palomino and Buckskin foals when bred to Chestnuts, Sorrels and/or Bays of any breed registry. Genetically, he is also capable of siring a possible Grulla or may sire a Dun if the mare carries a Dun Factor, which he does not. Also, depending on the color genetics of the selected mare, he could sire an extremely rare "Smoky-Black" foal, although none of the 80+ previous foals sired by him between 1998 and 2005 have been conceived to date. **No color guarantees are offered if breeding a grey mare** since regardless of the Buckskin or Palomino color at birth, a possibility exists that the foal will eventually grey-out at some stage of maturity.

SERVICE FEE PAYMENT OPTIONS:

"Invest In Rodeo's" owner, Robin Mitchell Forrest, accepts Master Card, Visa, American Express or Discover Card for payment of the Booking Fee and/or balance on the Breeding Fee as well as fees for transported semen shipments. If clients elect to pay for the stallion's services and related fees in this manner. She may be reached by cell phone during the day at (281) 932-4233 or (281) 839-1251 in the evenings to arrange credit card transactions. If clients elect to submit personal checks or money orders instead, they should be made out to Robin Mitchell Forrest or Equine Color Specialties and mailed to her with this completed Contract.

Regardless of the payment method chosen, clients planning to request semen shipments are required to mail a \$250.00 Equitainer deposit check separately to the Stallion owner prior to requesting a shipment. It and ALL completed contracts, whether for on site breeding or semen shipments, are to be mailed to Robin Mitchell Forrest at 4202 Danek Road - Crosby, TX 77532. **Artificial insemination of the mare will not be done at Equine Color Specialties nor will semen be shipped to clients prior to the total Stallion Service Fee being paid in full, and if applicable, the Equitainer Deposit check received by the Stallion Owner.**

MARE CARE and BREEDING ON PREMISE:

Please Specify: Mare to be bred is a "Maiden Mare?" Yes _____ No _____

Name and Telephone Number of Purchaser's Veterinarian with whom an established patient-client relationship exists: (this information may be helpful in the event our Veterinarian wishes to consult with him/her regarding your mare):

Vet's Names & Address: _____ Office Telephone: _____

HANDLING of MARES and FOALS on PREMISES:

Mare Owner is advised the Equine Color Specialties will not accept mares for breeding on premises that are not halter-broken and/or cannot be tied or placed in Breeding Stocks. Mare Owner authorizes Equine Color specialities Technicians and/or, if specifically requested, a licensed Veterinarian to breed their mare/s by artificial insemination and will be responsible for any veterinary expenses deemed advisable or necessary with regard to breeding the mare, including the cost of diagnostics such as palpation and/or ultrasound examinations as well as any emergency treatment due to illness or injury of the mare and/or her foal. (cost of procedures requiring the services of a Veterinarian will be billed for the Veterinarian directly to the Mare Owner.) Purchaser also understands and agrees that the mare be tranquilized for breeding purposes in the interest of her safety or Staff's, if deemed reasonable or necessary by attending personnel. Staff also requests that foals be halter-broke before arrival so they may be kept under control during all required breeding diagnostics or insemination of their dams.

ON SITE MARE/FOAL CARE & LIABILITY RELEASE:

Board for on site dry mares is \$12.00 per day. A mare with foal's board will be \$15.00 per day. Mares with foals are housed separately from other on site horses.

All due diligence and personal observation are exercised in taking quality care of on-premise mares and/or foals. Mare Owner stipulates and agrees, however, to hold Robin Mitchell Forrest and Equine Color Specialties, its agents and employees harmless from any and all damages, injuries and/or loss associated with the mare/s and/or foals. Purchaser authorizes Staff to take immediate appropriate action in treating and caring for any animals in their care should Purchaser be unavailable for urgent consultation at the time a dire emergency might arise. Clients are urged to advise Equine Color Specialties of their exact location and telephone numbers should they plan to be away from a permanent residence or normal place of business for an extended period of time while their animals are left in the custodial care of Equine Color Specialties. If applicable, Purchaser agrees to notify Equine Color Specialties name and emergency telephone number of any new Insurance Company to whom their equine policy may have been transferred after the execution of this Breeding Contract.

NEGATIVE COGGINS, VACCINE PROGRAMS, WORKING, BREEDING SOUNDNESS, ILLNESS, ETC.:

No mare/s can be accepted on premises who have not received a Negative Coggins Report within SIX months prior to date of their arrival. All vaccinations, including West Nile Virus, and working programs should be current. Although not required, Mare Owners are also urged to have their mare's cultured (if applicable) and/or checked for breeding soundness prior to arrival. We strongly suggest mares be put under lights in December of the year prior to their scheduled breeding in order to avoid unsuccessful "transitional" heat cycles. Any animals delivered to Equine Color Specialties who exhibit illness, nasal discharge, etc., will not be accepted upon arrival. The goal is to have client horses arrive healthy and remain healthy while on Equine Color Specialties. premises, as well as our own.



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FEED PREFERENCES, ALLERGIES, ETC.:

The horses in residence at Equine Color Specialties are fed high-quality feed and high-quality Coastal Bermuda hay twice per day. If Purchaser's mare/s require a different diet, such as alfalfa rather than Coastal Bermuda, please discuss this preferences with Robin Mitchell Forrest and make the necessary arrangements prior to delivery of the mare/s. Due to the diet sensitivities of some horse, it is suggested that Mare Owners bring a 3-day supply of their animal's usual diet in order to make any transition in feed or feeding schedules less stressful. If the mare/s and/or foal/s are known to have any allergies to drugs, topical sprays, etc., please advise Equine Color Specialties of that information upon delivery of the animals.

ARTIFICIAL INSEMINATION:

The insemination fee for on-site breeding by Equine Color Specialties is **\$75.00 per heat cycle**, which might include numerous insemination during that cycle. While it is not mandatory, we suggest that Purchaser have the mare remain in residence at Equine Color Specialties until checked for pregnancy by our veterinarian using ultrasound diagnostics on or near the 18th day following the last breeding date.

If the mare is checked in foal at 18 days, but returns home prior to a 45-day check from the date of last insemination, Mare Owner assumes all responsibility for additional testing agrees to have the mare checked again by the 45th day and provide the results of that examination to Robin Mitchell Forrest

BREEDINGS USING COOLED TRANSPORTED SEMEN:

Purchaser's Fed Ex Account or Credit Card Account Number is mandatory prior to our shipping semen to you! Please submit your selected account number in the space provided, or if not a FedEx account, please indicate whether Mastercard, American Express, Visa or Discover:

Circle Account: FedEx MasterCard Visa; Credit Card # _____

Name on Credit Card: _____ Expiration Date on Card: _____

This breeding will take place by shipped semen which has been collected, evaluated, cooled and prepared for transport by Equine Color Specialties at the cost of \$200.00 for the first shipment, plus a \$250.00 check forwarded by mail to Robin Mitchell Forrest to "hold" as a deposit for the Equitainer. Equine Color Specialties policy is to hold the Equitainer deposit until the recipient mare is safely declared in foal. When that information is verified by the Mare Owner and/or the attending veterinarian, the deposit will be returned to Mare Owner.

Any delay in returning the Equitainer by **Federal Express** in excess of 7 days will result in a penalty charge of \$12.00 per day charged to Purchaser. Mare Owner is therefore urged to alert personnel handling the equipment of these deadlines, and request that they return the Equitainer as soon as possible following receipt. Purchaser shall bear the cost of all shipping charges incurred in receiving and returning the Equitainer and its accessories, and accepts all liability for loss of or damage to the Equitainer or the internal packaging components contained therein. Any such loss or damage to the Equitainer will be deducted from the \$250.00 Equitainer deposit previously submitted to Robin Mitchell Forrest. Although not recommended, particularly in hot weather, optional "disposal" shipping containers are also offered for clients' purchase and use. If interested, please call in advance for details.

Actual shipping charges for transport of Equitainers or disposable shipping containers to and from destinations involved are the sole responsibility of the mare owner, and will be charged to their FedEx or preferred credit card account. (If desired, a personal FedEx account may be arranged by calling 1-800-463-3339.)

ADDITIONAL SEMEN SHIPMENTS:

If purchaser's mare does not conceive following insemination from the initial shipment for a current heat cycle, any additional shipments requested during that same cycle will be available at a reduced fee of \$100.00, up to three shipments. The shipping fee shall revert to \$200.00 for any additional heat cycles.

PREFERRED COLLECTION and SHIPPING DAYS:

Preferred days for semen collection and shipping are Monday, Wednesday, Friday and if necessary, Saturday, but we try to be flexible, if possible. We request 3 to 5 days notice prior to collecting and shipping semen, but no less than one day. Purchaser's Veterinarian or Technician should notify us by telephone prior to 12:00 noon, CST if possible, but no later than 2:00p.m., regarding the date collection and shipment may be requested in order to comply with our collection schedule and Federal Express pick-up schedules for our facility.

NOTE: While Saturday is available for FedEx pick-up and shipment from our facility, we **MUST** receive notification of your request for semen by 9:00 a.m., CST. In addition to the standard pick-up fee charged on a daily basis during the work-week by FedEx. Purchaser must also pay an additional \$10.00 FedEx charge for Saturday Service. **In cases of extreme emergency**, if feasible, we will attempt to collect and ship the same day semen is requested. However, we must be notified of that request no later than 10:00 a.m., CST. Please don't rely on such a possibility as Staff may not be available at the time you call for collection service, and semen must depart here by FedEx no later than 3:30 p.m., CST, for overnight delivery.



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AVAILABILITY OF SEMEN, RELATED PENALTIES, and SEMEN LIABILITY:

Purchaser expressly acknowledges that all orders of semen are subject to availability. The stallion shall be collected no more than once per day with normal scheduling, and every-other-day collections are preferred.

Semen is shipped with the understanding that it is to be used solely to breed to the mare named in the Contract, and no others. Any attempt to use any portion of semen shipped to Purchaser to breed any mare other than the designated mare named in this Contract shall automatically terminate all obligations of Robin Mitchell Forrest and Equine Color Specialties, including but not limited to any live-foal guarantee, rebreeding right, rights to additional semen, and the responsibility to register any offspring produced by the use of the semen, including the original intended foal. All for the purchaser's rights provided by this Breeding Agreement shall be forfeited and the Purchaser shall be liable for the amount up to the cost of breeding for every unapproved mare inseminated, whether a foal is produced or not, and legal relief will be sought by the stallion owner for all violations.

Robin Mitchell Forrest and Equine Color Specialties or their agents or employees nor any licensed Veterinarian assisting with breeding examinations or related procedures or in the collection or shipping of semen guarantee the conception rate, quality or productivity to be obtained in connection with the use of its products or recommended techniques.

WARNING: Under Texas Law (chapter 87, CIVIL PRACTICE AND REMEDIES CODE), 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.

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NOW

WHEREAS, "INVEST IN RODEO" will stand at stud during the 2011 Breeding Season at Equine Color Specialties in Crosby, Texas for a Stallion Service Fee of \$850.00,

THEREFORE, it is agreed that a non-refundable Booking Fee of \$250.00 per breeding purchased shall be paid by either a Credit Card at the signing of this Breeding Contract, or if preferred, a check in that amount in addition to a second check for \$250.00 representing the Equitainer Deposit (if shipped semen will be requested), both be made payable to ROBIN MITCHELL FORREST and forwarded along with this executed Agreement to her at 4202 Danek Road, Crosby, TX 77532.

The parties hereto acknowledge and agree that the full Service Fee of \$800.00 must be paid in full prior to an on site mare being bred by artificial insemination at Equine Color Specialties, or any cooled transported semen being shipped to a Mare Owner or designated veterinarian or breeding facility requesting it.

ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties hereto and may not be modified except in writing and signed by all participating parties.

This Contract shall not be assigned, sold or transferred by any parties hereto without the consent of the others. If the original designated mare is to be replaced by a substitute mare without the prior approval of said mare by Robin Mitchell Forrest, then the Mare Owner whose signature is on this Contract becomes liable for such actions, and the Contract will be canceled at the discretion of the stallion owner, Robin Mitchell Forrest.

SIGNED AND AGREED TO BY:

Mare Owner

Date

Stallion Owner

Date