

# KR GUN POWDER

## 2024 Breeding Contract

**THIS AGREEMENT, made on the date last shown by and between KR Gunpowder AQHA/APHA / KR Gunpowder LLC ("STALLION OWNER") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER"):**

**1. BREEDING:** The MARE OWNER hereby engages one service by shipped cooled semen to KR Gun Powder (the "Stallion") for the following Mare for the 2024 breeding season:

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NAME OF MARE, REGISTRATION NUMBER, AND BREED (the "Mare")

Shipped Semen: Y/N      Onsite: Y/N      Pickup: Y/N      Embryo Transfer: Y/N

**2. BREEDING FEE AND BOOKING FEE:** The 2024 Breeding Fee shall be \$1,000 or \$850 for qualified discount, which includes a nonrefundable booking fee of \$500.00 payable with this Agreement, which reserves in the Stallion's book for 2024 a breeding for the Mare. MARE OWNER agrees to pay the balance and any other fees due before any shipment of semen to KR Gun Powder LLC.

**3. COLLECTION AND SHIPPING FEES:** Breeding season begins Wednesday, February 2, 2024. DOMESTIC SHIPMENTS WILL BE \$400.00 PER SHIPMENT WHICH WILL INCLUDE COLLECTION FEE & FED EX PRIORITY OVERNIGHT. AIRLINE COUNTER-TO-COUNTER service will be \$500.00. If FED EX FIRST OVERNIGHT is needed additional charges will apply. Please note that any such shipment may result in a very late arrival at your location because of the uncertainty of passenger airline schedules. On site pick up is \$150.00. If stud fee is donated/gifted a \$ 500.00 booking fee will apply. Shipping and collection fees are not included. Semen will be shipped on MONDAY, WEDNESDAY & FRIDAY from February 2, 2024 until July 1, 2024. All US SHIPMENTS MUST BE PLACED BY 5:00 P.M. PST on the day before your semen is to be shipped. You may cancel your request without penalty if you do so by 8:00 A.M. Pacific Time on the day of shipment. ORDERS CANNOT BE REQUESTED ON FACEBOOK MESSENGER. CONTACT MUST BE MADE VIA TEXT OR CALL WITH THE BREEDING MANAGER. Each shipment will contain enough semen to inseminate one mare. One dose will be shipped. Extra doses may be sent but are not guaranteed. On site mares are first priority. The STALLION OWNER is not responsible for shipments once it leaves our custody. Semen is available on a first come first serve basis. Same day shipments are available via Lewiston-Nez Perce County Reginal Airport (LWS). The STALLION OWNER cannot guarantee flight availability. Additional fees shall apply for airport counter to counter services. Shipping containers must be returned. Failure to return container will result in a \$40 fee. A \$350 Chute Fee will apply to each additional Stallion collection over 2 cycles will apply.

**4. CONDITION AND OWNERSHIP:** MARE OWNER represents and warrants that the Mare is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves

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the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare's certificate of registration reflecting the ownership of the Mare by the MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should also submit a lease agreement or other document reflecting recognition of applicable breed registry of that lease.

**5. MARE OWNER RESPONSIBILITY:** MARE OWNER agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled semen. MARE OWNER agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to MARE OWNER to breed any mare other than the Mare shall automatically terminate all obligations of STALLION OWNER under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. If multiple shipments of semen are requested, STALLION OWNER in its sole discretion may refuse to ship semen if the STALLION OWNER believes the insemination is not proper or the Mare is not healthy.

**6. LIVE FOAL GUARANTEE:** The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal, or the foal is stillborn, a return season will be provided for the subsequent year only, upon the payment of a re-breed fee of \$500.00 (plus shipping) and provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE. The live foal guarantee is provided only for the 2024 Breeding Season and shall be void if the Mare is sold prior to foaling upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, or upon the failure of MARE OWNER to bring the Mare to the CLINIC for care and insemination during the subsequent breeding season upon the STALLION OWNER's request.

**7. MULTIPLE FOALS:** The payments provided in paragraph 2 are for one foal for this breeding season for this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee within 60 days of confirmed foal for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without such additional payment.

**8. SUBSTITUTION:** If the Stallion dies, or is sold, or becomes unfit for service prior to settling the Mare, then this Agreement shall terminate and the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER, only if frozen semen is not available. Additional charges may apply for shipment of frozen semen. If the Mare dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.

**9. BREEDER'S CERTIFICATE:** Upon notification of birth of a live foal, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall release

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AQHA/APHA certificates. All other certificates will be submitted according to the breed registry. MARE owner shall contact STALLION OWNER no later than August 1, of the foaling year of a live foal. Any late fees or cost for failure to notify STALLION OWNER of LIVE FOAL or additional breed registrations will be the responsibility of the MARE OWNER.

**10. WARRANTIES: NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**

**11. AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Washington; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance; of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**12. On-Site Breedings:** All mare care and breeding expenses are a separate additional expense to the mare owner. Two collections of the stallion are included with this breeding (Shipping or pick up additional). All other Veterinarian fees including but not limited to drugs, ultrasounds, AI fees, board etc.... are the mare owners' responsibility. All these fees will be billed separate though Rustebakke Veterinary service.

1. Mare Owner will furnish Breeder with proof of current vaccinations EHV, Tetanus and Flu. If these documents do not accompany the mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to accept or reject any mare that is not in proper condition, or does not have all the records, tests, and registration documents as required herein.
2. Breeder agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed at clinic rates. An additional fee will be assessed for wet mares. Breeder will exercise judgment in care and supervision of mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense.
3. Rustebakke Veterinary Service makes no guarantees on availability to accept onsite mares. The mare owner must contact the office in order to arrange for the mare to come on-site. In the event there is no availability, alternate breeding locations can be recommended.
4. The undersigned agrees that the Breeder and its agents, officers and employees will not be responsible for any accident, injury, sickness, or death to the mare or its foal, whether from flood, fire, theft, act of God, or any other reason. The undersigned agrees to and shall indemnify and hold harmless Breeder and its officers, agents, and employees from

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and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney fees, for injury or death to the mare and/or foal. Any person associated with Breeder is not liable for death, or any disease, **accident**, and/or injury caused to the mare and/or her foal, and that Mare Owner is not liable for death, or any disease, accident, or injury caused to the stallion.

5. Breeder requires the balance of the Breeding Fee, plus all unpaid board and expenses must be paid in full before the mare is released from Rustebakke Veterinary Service. A mare owner representative will be allowed to pick up the mare if a current signed credit card authorization is on file.

**13. BINDING EFFECT:** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with completed ATTACHMENT and a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and b) STALLION OWNER accepts and so notifies MARE OWNER.

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*Signature of MARE OWNER ("MARE OWNER")*

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*Printed Name of MARE OWNER, Lessee, or Agent*

*Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

*By:* \_\_\_\_\_

**KR Gun Powder ("STALLION")**

## **Mare Owner Information**

www.krgunpowder.com  
Breeding Manager: Dave Rustebakke (208) 305-6073  
[krgunpowder@gmail.com](mailto:krgunpowder@gmail.com)  
705 15<sup>th</sup> Street. Clarkston, WA 99403

# MR GUN POWDER

**Owners Name:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_  
(Please include all numbers: home, business, cell, and fax)

Email Address: \_\_\_\_\_

**Mare's Name:** \_\_\_\_\_

AQHA Registration Number: \_\_\_\_\_

APHA Registration Number: \_\_\_\_\_

Other: \_\_\_\_\_ Registration Number: \_\_\_\_\_

**Semen Shipment Information:** (Some locations do not accept Sat. delivery)

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

Address: \_\_\_\_\_  
(No P.O. Boxes, must be a street address or rural route for FedEx delivery)

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
(Name of veterinarian or other person to receive shipment)

Telephone Numbers: \_\_\_\_\_  
(Please include cell and fax numbers)

Closest Airport with commercial service: \_\_\_\_\_

City, State: \_\_\_\_\_

Person Picking Up: \_\_\_\_\_

Cell # to Text Tracking Number: \_\_\_\_\_

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## *2024 KR Gun Powder's Color Addendum*

- **The Color Guarantee will apply to APHA registered mares only.**
- **Double registered mares will not receive the Color Guarantee; they will only receive the live foal guarantee provided for in the Breeding Contract.**
- If a registered APHA mare fails to produce a foal that is **regular registry eligible** with APHA, the mare owner may breed back the following season at one half the price of the fee that was paid on the original Breeding Contract. A re-breed fee of \$500 will apply.
- The Color Guarantee re-breed must be used on the **original mare** in the calendar year that the ineligible regular registry foal was born. Any changes of mare must be authorized by KR Gun Powder LLC in writing.
- A Color re-breed is **non-transferable** and may not be sold to a third party.
- Standard shipping fees apply to any Color re-breed.
- This Color re-breed is offered for a **one time re-breed** and will not be extended to any additional years if the mare fails to have a regular registry foal as a result of the Color re-breed.

**THE SIGNATURES BELOW AND THE PORTION OF THIS SCHEDULE CIRCLED ABOVE CONSTITUTE AN AMENDMENT OF PARAGRAPHS 2 OF THE 2024 SHIPPED COOLED SEMEN CONTRACT BETWEEN THE PARTIES:**

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“STALLION OWNER” Signature

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“MARE OWNER” Signature

## *Payment Authorization*

www.krgunpowder.com  
Breeding Manager: Dave Rustebakke (208) 305-6073  
[krgunpowder@gmail.com](mailto:krgunpowder@gmail.com)  
705 15<sup>th</sup> Street, Clarkston, WA 99403

# KR GUN POWDER

**If paying by check, please make out check to: "KR GunPowder LLC"  
If paying by credit card, fill out form below  
Visa or Mastercard Only**

Mare Owner Name: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

**MASTERCARD VISA** (Please circle one)

Card Number: \_\_\_\_\_

3 Digit CRV Security Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Exact Credit Card Billing Address:

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I authorize the following fees to be charge, from time to time, to my Credit Card account, upon prior telephone authorization by me or my agent:

BOOKING FEE .....

BALANCE OF BREEDING FEE .....

SHIPPED SEMEN FEE .....

OTHER CHARGES .....

All credit card charges are subject to a 3% office fee.

Name (Printed): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_