

# KR GUN POWDER

## 2026 Breeding Contract

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This Agreement (“**Agreement**”) dated \_\_\_\_\_, 202\_\_ (the “**Effective Date**”) is between \_\_\_\_\_ (“**Mare Owner**”) and Rustebakke Veterinary Service (“**Stallion Manager**”).

The “**Mare**” \_\_\_\_\_  
(Name of Mare, Registration Number, and Breed)

Mare Owner agrees to breed the Mare to **KR Gun Powder** (AQHA #5348738; APHA #01014144) (“**Stallion**”) during the 2026 breeding season on the terms and conditions outlined in this agreement.

### **2026 Breeding Season**

For purposes of this agreement, the breeding season begins February 2nd and ends June 30th of the year of this contract.

### **Cooled Semen**

The Mare Owner agrees to comply with all AQHA, APHA, or other breed association requirements concerning the use and handling of Transported Cooled semen. The Mare Owner shall properly send the appropriate copies of the Collection/Insemination Certificate to their breed association and to the Stallion Manager.

### **Fee Schedule:**

#### **Stud Fee**

The \$1,250 Stud Fee (“**Stud Fee**”) includes first collection and shipment, if the Mare is not local and requires semen to be shipped. Local mares first collection is also included.

A Non-Refundable Booking Fee (“**Non-Refundable Booking Fee**”) of \$600 is due upon completion of this contract. The remaining \$650 of the Stud Fee is due before semen is requested. If the \$1,250 Stud Fee has not been paid in full, no semen will be provided.

#### **Collection Fee**

Additional collections are subject to a \$275 fee to cover the costs of collection and time involved. Collection days are Monday, Wednesday, and Friday. Collections may be available on additional weekdays at the discretion of the Stallion Manager. Collections will be processed at Rustebakke Veterinary Service and are available for in-clinic insemination or on-site pick up. Shipments picked up at Rustebakke Veterinary Service are subject to a \$100 pick up fee. On-site mares are the first priority, and semen is available on a first come first serve basis. The Stallion Manager makes no guarantee that semen is available on any given day.

**Shipping Fees**

FedEx Priority Overnight- The first collection and shipment are included in the Stud Fee. Additional collections and shipments will cost \$375 per collection & shipment.

If FedEx First Overnight or Airline Counter to Counter are needed, additional charges will apply.

Shipping fees may change depending on increases in shipping rates and veterinary fees.

All requests for shipments must be placed by 4:30 pm PST on the day before the semen is to be shipped. Semen requests may be cancelled without penalty if done so by 8:00 am PST on the day of the shipment. All contact must be through emailing the Stallion Manager at krgunpowder@gmail.com. Semen orders through social media or via phone will not be honored.

The Stallion Manager does not guarantee delivery of shipped semen within a certain time period. Semen is available on a first come first serve basis. Same-day shipments are available via Lewiston-Nez Perce County Regional Airport (LWS). The Stallion Manager cannot guarantee flight availability.

Each shipment will contain enough semen to inseminate one mare. One dose is guaranteed. Additional doses may be sent, but are not guaranteed. The Stallion Manager does not guarantee that the semen will arrive without losing some of its quality.

The 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 for one mare, the Stallion Manager reserves the right to request a negative uterine culture, cytology, or biopsy before sending further shipments.

**Shipping Containers**

Shipping containers must be returned to Rustebakke Veterinary Service within 72 business hours of receipt of semen shipment. Shipping containers not returned within the above-specified time frame are subject to a fee of \$25 per-day until returned to Rustebakke Veterinary Service.

**Embryo Transfers & Multiple Foals**

If more than one embryo or foal is produced, the Mare Owner agrees to pay a stud fee of \$1250 for each additional live foal within 60 days of confirmed embryo or resulting foal. Additional breeder's certificates will be issued upon receipt of the Stud Fee(s). In the event that an embryo is sold, the live foal guarantee will be null and void.

In the event that an embryo is frozen, the Mare Owner agrees to notify the Stallion Manager that the embryo was vitrified within 48 hours of recovery.

**Payment**

Payment of all fees for the 2026 breeding season must be made to Rustebakke Veterinary Service via cash, check, credit, or debit card. All credit and debit card transactions are subject to a 3.5% processing fee, which is the responsibility of the Mare Owner. Additional fees for collection or shipping are due before semen is requested. Semen will not be provided unless all fees are paid in full before the request for semen.

### **Discounts:**

If the Mare meets one of the qualifications listed below, she is eligible for a Discounted Stud Fee (“**Discounted Stud Fee**”) of \$1,000. The Discounted Stud Fee includes first collection and shipment, as well as a \$600 Non-Refundable Booking Fee. The Mare is only eligible for one discount listed in this contract. The Non-Refundable Booking Fee of \$600 is required to be submitted with each contract, and the remaining \$400 of the Discounted Stud Fee will be due to Rustebakke Veterinary Service before requesting semen.

### **Early Booking**

The Mare is eligible for an Early Booking Discount if the Mare Owner submits a completed contract and pays the Discounted Stud Fee of \$1,000 in full by January 14th, 2026.

### **Multiple Mares**

If the Mare Owner books multiple mares to the Stallion in the year 2026, each Mare will be eligible for a Discounted Stud Fee of \$1,000. At least two completed contracts and two \$600 Non-Refundable Booking Fees (total of \$1,200) must be submitted for the mares to qualify for the Multiple Mare Discount. The remaining \$400 per mare (total of \$800) must be submitted before requesting semen.

### **NRHA Money Earners**

If the Mare has earned money in NRHA or produced offspring that have earned money in NRHA, the Mare will be eligible for a Discounted Stud Fee of \$1,000. A Non-Refundable Booking Fee of \$600 is required to be submitted with each contract, and the remaining \$400 of the Discounted Stud Fee will be due to Rustebakke Veterinary Service before requesting semen. An NRHA association printout showing proof of Mare earnings or Mare offspring earnings must accompany this contract for this discount to apply.

### **World Champions & World Champion Producers**

If the Mare has earned a World Championship or produced offspring that have won a World Championship, the Mare will be eligible for a Discounted Stud Fee of \$1,000. A Non-Refundable Booking Fee of \$600 is required to be submitted with each contract, and the remaining \$400 of the Discounted Stud Fee will be due to Rustebakke Veterinary Service before requesting semen. An association printout showing proof of Mare earnings or Mare offspring earnings must accompany this contract for this discount to apply.

### **Gift/Donation**

Any donated, gifted, or auctioned breeding is subject to a \$600 Non-Refundable Booking Fee that will go towards the cost of the first collection and shipment.

### **Stallion Manager Guarantees:**

#### **Disease Panel Testing**

The Stallion is negative for the following diseases through UC Davis:

- GBED
- PSSM1
- MH
- HYPP
- HERDA
- OLWS

The Stallion carries one copy of MYHM (N/My).

The Stallion has not been tested for EJSCA.

## **Color Guarantee**

The Stallion is heterozygous for the Splash White 1 (N/SW1) and also for Dominant White 20 (N/W20).

Per the 2025 APHA Rule Book, "If a horse with one or two APHA-registered parents does not exhibit a natural Paint marking...Regular Registry status will be granted if the horse meets the following criteria:

1. TWO PAINT PARENTS: Horse must possess at least one Paint trait... and APHA-approved genetic testing confirms that the horse carries at least one Paint pattern gene.

Additional Paint Horse traits for the purpose of this registration rule are listed below:

1. White leg markings
2. Glass, blue or watch eye(s)
3. Apron face or bald face, described as outside a line from the inside corner of the eye to the inside corner of the nostril
4. White on the jaw or lower lip
5. Blue zone around a "natural Paint marking
6. Two-color mane or tail, one color being natural white
7. Dark spots or freckles in white hair on the face
8. White areas in the non-visible zone, excluding the head, completely surrounded by a contrasting color
9. A contrasting area of another color in the non-visible zone, including the head, on a predominantly white horse.
10. Ink spots/paw prints and/or coronet spots."

If the Mare is APHA registered and produces a foal that is not eligible for APHA Regular Registry, the Mare will be eligible for a Color Guarantee ("**Color Guarantee**"). To be eligible for this guarantee, the Mare Owner must provide the Stallion Manager with a copy of white pattern color testing from an APHA approved lab (UC Davis APHA White Pattern Registration Eligibility Panel, Etalon APHA Standard Package, or Etalon APHA Pro Package 2.0) showing that the foal has not inherited a copy of SW1 or W20 from the Stallion or any APHA eligible white patterns from the Mare. The Mare Owner must also provide the Stallion Manager with four clear photos showing both sides of the horse, as well as the front and the back of the horse.

If the APHA-approved white pattern panel and the photos do not demonstrate the characteristics required for the foal to receive APHA Regular Registry papers, the Mare will be eligible for an additional breeding to the Stallion. A Non-Refundable Booking Fee of \$600 is required to be submitted before requesting any semen. The Booking Fee will include the first collection and shipment of semen. Any additional collections or shipments will be subject to the Stallion's normal collection and shipment fees.

The Color Guarantee is offered as a one-time rebreed and will not be extended to any additional years if the mare fails to have an APHA Regular Registry eligible foal as a result of the Color Guarantee rebreed. The Color Guarantee rebreed must be used on the original Mare in the calendar year the ineligible foal is born. Any changes to the mare must be approved by the Stallion Manager in writing before requesting semen. The Color Guarantee rebreed is non-transferable and may not be sold or transferred to a third party.

## **Live Foal Guarantee**

The Mare Owner is guaranteed one Live Foal ("**Live Foal**"). A Live Foal is defined as a newborn foal that stands and nurses alone within 24 hours of birth. If a Live Foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare in the immediately subsequent breeding season. If the Mare is sold or transferred before foaling, the Mare will no longer be eligible for a Live Foal guarantee.

No additional stud fee will be required, but a \$600 Non-Refundable Booking Fee will apply. The first collection and shipment will be included in the Booking Fee. If the Mare Owner fails to exercise the right to rebreed in the immediate subsequent breeding season, the Mare Owner's right to rebreed will be cancelled.

If the Mare Owner wishes to substitute a different mare, the substitution must be approved in writing by the Stallion Manager.

For a Mare to be eligible for a Live Foal guarantee:

1. The Mare must be pregnancy checked by a licensed veterinarian and confirmed to be at least 30 days in foal before November 1st of the year of this contract.
2. Pneumabort-K+1b (Equine Rhinopneumonitis) vaccinations must be administered to the Mare throughout her pregnancy according to manufacturer instructions, and the Mare Owner must be able to provide a written record of when each vaccination was given.

AND

3. The Mare Owner must provide proper notification that a Live Foal was not produced within 7 days of foaling or within 7 days of determining that the Mare has slipped her foal. Proper notification is defined as a written statement from a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If the Stallion Manager does not receive written notification within the aforementioned time period, the rebreed may not be honored at the Stallion Manager's discretion.

#### **Substitution**

If the Stallion dies, is sold, is gelded, or becomes unfit for service before settling the Mare, then this agreement shall immediately terminate. Refunds of the Stud Fee will be given at the sole discretion of the Stallion Manager. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner, and the parties to this agreement will be released from any further rights, obligations, or liabilities hereunder. Additional charges may apply for shipment of frozen semen.

#### **Stallion Potential**

The Stallion Manager makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.

#### **Mare Owner Guarantees:**

##### **Breeding Condition**

The Mare Owner represents and warrants that the Mare is in sound breeding condition and free from disease and infection. The Mare Owner certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination.

The Stallion Manager reserves the right to reject for breeding any mare that is not in proper condition or does not have all of the records, tests, or registration documents as required herein.

##### **Ownership**

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 the Mare Owner must also submit a lease agreement or other document reflecting recognition of the applicable breed registry of that lease. A copy of the front and back of the registration certificate must be provided for each registry for which the Mare Owner would like a breeder's certificate.

##### **Responsibility**

The 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. The 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 the Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of the Stallion Manager 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.

**Breeders Certificate**

Upon notification of the birth of a Live Foal, and the performance of all other obligations of the Mare Owner outlined in this Agreement, the Stallion Manager shall release AQHA/APHA certificates. All other certificates will be submitted according to the breed registry. The Mare Owner shall contact the Stallion Manager no later than August 1 of the foaling year of a Live Foal. Any late fees or costs for failure to notify the Stallion Manager of Live Foal or additional breed registrations will be the responsibility of the Mare Owner.

**Mare Substitution**

A substitute mare, accepted by the Stallion Manager, may be used if the Mare is deceased or deemed unfit for breeding by a licensed veterinarian. The Stallion Manager reserves the right to require a substitution if the Mare fails to settle or is deemed unfit for breeding. Requests to transfer the breeding to a substitute mare must be submitted in writing to the Stallion Manager and must be approved by the Stallion Manager before semen is requested.

**Agreement:**

This Agreement

- a) May not be sold or transferred in any manner without the express written permission of the Stallion Manager
- b) Constitutes the entire agreement of both parties and supersedes all other agreements or understandings regarding breeding to the Stallion
- c) May not be amended in any manner other than in writing that is approved by both the Stallion Manager and the Mare Owner
- d) Shall be interpreted in accordance with the laws of the State of Washington
- e) Shall be binding upon the heirs, personal representatives, successors, and assigns of both parties. The failure of the Stallion Manager to require performance of any provision of this Agreement shall not affect Stallion Manager'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.

This Agreement shall become binding when:

- a) The Mare Owner has paid the \$600 Non-Refundable Booking Fee and sent to Stallion Manager a signed copy of this Agreement together with completed attachment and a copy of the Mare's Certificate of Registration, if the mare is registered (and, if applicable, documents concerning the lease of the Mare)

AND

- b) The Manager accepts and so notifies the Mare Owner.

This contract shall be governed by the laws of the State of Washington.

\_\_\_\_\_  
Printed Name of the Mare Owner ("Mare Owner")                      Signature of the Mare Owner ("Mare Owner")

Accepted this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By \_\_\_\_\_  
Rustebakke Veterinary Service ("Stallion Manager")

**Mare Owner Information**

Mare Owner's Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

(If different from Street Address)

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

Phone Number: \_\_\_\_\_

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

**Mare Information**

Barn Name: \_\_\_\_\_

Registered Name: \_\_\_\_\_

Breed: \_\_\_\_\_

Registry: \_\_\_\_\_

Year Foaled: \_\_\_\_\_

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

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Requested Discount (please check one):

- Early Booking
- Multiple Mares
- NRHA Money Earner
- NRHA Money Producer
- World Champion
- World Champion Produce

**Semen Shipment Information**

Facility Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Closest Airport with Commercial Service: \_\_\_\_\_

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

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