2026 Stallion Breeding & Services Agreement

This Stallion Breeding and Services Agreement (Agreement) is made this ____ day of _____, 2026, between Bar E North Breeding & Performance Horses, LLC (Bar E North or the Stallion Station) and _____ (Mare Owner).

1 ***Stallion & Mare Subject to the Agreement.*** The Mare Owner agrees to breed the mare named _____, Registration Number:_____, to the stallion named **Awesome Ottis**, Registration Number: **5995018**, for the 2026 breeding season for a stallion fee of $**1,000** (Stallion Fee). The breeding season shall begin February 1 and close July 31 of the year covered by this Agreement. The Stallion Fee is payable upon execution of this Agreement and the entire balance plus all unpaid expenses must be paid before the breeding, as further stated and defined below.

2 ***Types of Breeding and Additional Payment Terms.***

2.1 ***On-Site Breeding at Bar E North.*** The balance of the Stallion Fee must be paid in full prior to the mare's arrival at the breeding facility. All expenses, including board, shall be payable monthly and paid in full when the mare is picked up from the breeding facility.

2.2 ***Shipped-Semen Breeding.*** Collection and shipping services will be completed by Bar E North in Kiowa, Colorado. Stallion collection and shipping days are Monday, Wednesday, and Friday. Requests for shipments must be made by phone to Bar E North no later than 9:00 a.m. MST on collection days. The Stallion Fee in this Agreement includes two doses of semen, which will be included in a single shipment, and which may be used for the breeding of the mare covered by this Agreement.

Bar E North's additional fees and terms include:

- Overnight weekday shipment (domestic only): **$395.00**
- Surcharge for Saturday delivery: **$25.00**
- Same-day DIA or COS airport courier fee: **$150.00**
- Semen Shipping containers must be returned within 48 hours via UPS or FedEx. Failure to timely return containers will result in a replacement charge of **$300.00** (Equitainers) or **$40.00** (Styrofoam shipping containers).
- Chute Fee: **$250**

All payments by the Mare Owner must be completed before the shipment of semen.

2.3 ***Handling of Shipped Semen.*** The Mare Owner is responsible for breeding the mare via shipped semen and agrees to comply with all AQHA, APHA, and APHC requirements concerning the use and handling of shipped semen. The Mare Owner agrees that persons qualified and experienced in the use and handling of shipped semen will inseminate the mare. The Mare Owner agrees to use his or her best efforts to perform the insemination within 24 hours, but not more than 72 hours after collection from the stallion. The Mare Owner agrees to use all shipped semen provided by this Agreement for the mare named in this Agreement and no other mare.

The use of shipped semen remains a developing and emerging technology. The Stallion Owner makes no warranty or guarantee, express or implied, regarding shipped semen, including the warranty of fitness for a particular purpose. The Stallion Owner also makes no guarantee of delivery within a certain period and makes no guarantee that the shipped semen will safely reach the insemination point without losing integrity, quality, or characteristics.

3 ***Mare Condition and Treatment.*** The Mare Owner agrees that when delivered to the breeding facility, or when a semen shipment is requested, the mare will be healthy and in sound breeding condition. A copy the mare's registration papers must accompany this Agreement. The Mare Owner warrants that he or she is the owner of record of the mare. If the mare is to be bred at Bar E North, upon or before delivery of the mare to Bar E North, the Mare Owner must provide the Bar E North with the following: (i) negative Coggins test dated within six months prior to the delivery of the mare to Bar E North, and (ii) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by Bar E North for the care and health of the mare and her foal.

4 ***Live Foal Guarantee.*** If the mare fails to produce a live foal from the breeding governed by this Agreement, the Mare Owner may rebreed the mare (or a substitute mare mutually agreed upon by the Mare Owner and the Stallion Station) during the next breeding season. The Mare Owner may not assign this substitution breeding to any other mare without the prior written consent of the Stallion Station. Any attempted assignment without the prior consent of the Stallion Station will, at the election of the Stallion Station, terminate this Agreement and release the Stallion Station from all obligations under this Agreement.

The term "live foal" under this Agreement means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours.

The return breeding privilege is conditioned upon the Mare Owner giving the Stallion Station written notice within seven days after foaling, or aborting, that the mare did not produce a live foal. This notice must be accompanied by (i) a certificate from the attending veterinarian that no live foal was born, and (ii) the return of the breeder's certificate. All associated fees of Bar E North, including the chute fees, will be due and payable on any rebreed.

5 ***Multiple Foals.*** The payments provided in Section 1 of this Agreement are for one foal for this breeding season from the mare covered by this Agreement. Should more than one embryo or foal result from a breeding, the Mare Owner shall pay an additional Stallion Fee within 60 days of a confirmed foal for each additional embryo or foal. No breeding certificate will be issued without additional payment.

6 ***Breeder's Certificate.*** A "breeder's certificate" will be issued for the foal conceived by the breeding governed under this Agreement when the Stallion Fee and all other fees have been paid in full. The Mare Owner will receive a breeder's certificate only after the Mare Owner has notified the Stallion Station that a live foal has been produced. The breeder's certificate will be issued electronically; paper breeder's certificates will only be provided upon request and agreement by the Stallion Station and the stallion owner.

7 ***Sale of the Mare.*** This Agreement is between the Stallion Station and the Mare Owner. If the mare covered by this Agreement is sold prior to foaling, this Agreement is void, including the live foal guarantee stated in Section 5 of the Agreement. The breeder's certificate, as defined in Section 7, will only be released to the Mare Owner listed on the registration papers attached to this Agreement.

8 ***Termination.*** If the stallion covered by this Agreement dies, is sold, or becomes unfit for breeding in the opinion of the Stallion Station or the stallion owners, or if the mare should die or become unfit to breed, this Agreement will, at the option of the Stallion Station, immediately terminate, but the Mare Owner shall continue to be responsible for payment to the Stallion Station for all expenses incurred by the Stallion Station on behalf of the Mare Owner. The Stallion Fee (less the non-refundable booking fee) will be refunded, and the Stallion Station and the Mare Owner will be released from any further obligation under this Agreement.

9 ***Limitations on Liability.*** The Mare Owner agrees that the Stallion Station, and its agents or employees, are not liable for death, sickness, or accidents, including consequential damages, caused to the stallion covered by this Agreement.

10 ***Non-assignment.*** This contract is not assignable.

11 ***Insurance.*** The Stallion Station strongly recommends that the Mare Owner carry full insurance on mare and foal.

12 ***Non-disparagement.*** The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Bar E North or the stallion owners, nor any of their agents, employees, associates, or affiliates. Failure to comply with this Section may result in legal action regarding the content and damages associated from such action.

13 ***Entire Agreement and Amendments.*** This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties.

14 ***Governing Law.*** This Agreement is governed by the laws of the State of Colorado.

15 ***Venue and Jurisdiction.*** The parties agree that any legal action brought under this Agreement, or related to this Agreement, must be filed in Colorado District Court for the County of Elbert, and the parties agree to submit to the jurisdiction of that Court. Each party will bear his or own attorney's fees in the event of litigation.

By Mare Owner:

_____

Printed Name: _____

Dated: _____

Email: _____

By Stallion Owner:

_____

Printed Name: Dr. Brody Ann Klinglesmith,
Agent for Bar E North Breeding & Performance Horses, LLC

Dated: _____

Email: barn@bar-e-north.com

2026 SHIPPED SEMEN PROCEDURES SHEET

1. ***Semen Collection & Shipping Days.*** Semen and collection days are Mondays, Wednesdays, and Fridays. M-W-F collections may be sent via FedEx overnight delivery or via airline (***only*** United or Southwest) for same-day delivery. There is a $25 Saturday delivery surcharge due to additional UPS/FedEx fees for shipments shipped on Friday to arrive on Saturday.

****Please be sure to complete and return the Shipped Semen Information Sheet and keep a copy for your own reference.***

2. ***Requests for Shipments.*** Shipment requests must be made **by phone** to Bar E North at **(303) 243-0162** no later than 9:00 a.m. MST on collection/shipping days. (Requests for same-day airline shipments should be made earlier than 9:00 am MST, if possible, as flight schedules are limited.) When possible, please notify Bar E North of your mare's reproductive status so that a shipment date may be anticipated before the final order. Requests for collections and shipment will be honored in order of receipt.

3. ***Payment.*** Payment arrangements must be completed prior to shipment of semen. Domestic shipments will be billed at the rate of $395.00 (US) per shipment/per mare for overnight weekday delivery (domestic) with a Saturday surcharge of $25.00. Same-day DIA or COS airline delivery (for domestic pickup only) will be charged an additional $150.00 courier fee. Credit card payments are accepted via phone.

4. ***Container Return.*** You must return the semen shipping container to Bar E North within 48 hours after insemination to avoid late fees at the following address:

Bar E North Breeding & Performance Horses, LLC
17112 Highway 86
Calhan, CO 80808

Please ***do not*** return the units via US Mail as they do not deliver directly to our facility. FedEx or UPS is fine. We recommend that you insure Equitainers for $300.00 in case of loss of contents or the entire unit. Equitainers not returned to Bar E North will incur a $300.00 replacement charge. Styrofoam shipping containers not returned will incur a $40.00 charge.

5. ***Frozen Semen.*** All frozen semen will be shipped domestically via two-day or longer service at the above rates. Overnight service will incur an additional fee determined by the destination. International shipments will be quoted.

2026 SHIPPED SEMEN INFORMATION SHEET

Owner Information

Name: _____
Address: _____
Phone: _____
Email: _____
Emergency Contact: _____

Mare Information

Registered Name: _____
Barn Name: _____
Breed: _____
Registration #: _____
Age: _____

Stallion to be bred to: Awesome Ottis (AQHA#5995018)

Breeding Facility & Veterinarian

Name of Facility: _____
Contact: _____
Phone: _____
Email: _____

Shipping Information for UPS/FedEx

Recipient's Name: _____
Street Address: _____
Phone: _____
Email: _____
(*Please list "**FedEx Hold for Pickup**" is delivery not available.)

Counter-to-Counter (via air) Delivery Information

Desired Airport: _____
(*Must have United or Southwest Services)

Owner's or Agent's Signature: _____

Please complete this form and email it to barn@bar-e-north.com. ***Thank you for choosing Bar E North!***