



Tammy Stewart/Gordon Trueman  
Box 429  
Spruce Home, Sask. Canada  
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306-763-3522

This contract dated \_\_\_\_\_ is between ("Mare Owner") \_\_\_\_\_ and Tammy Stewart/Gordon Trueman ("Breeder"). One service to **Crusin Whiz** ("Stallion") # **5026693** for the ("Mare") \_\_\_\_\_ Reg. # \_\_\_\_\_ Breed \_\_\_ QH \_\_\_ PT for the 2012 season at **\$ 700.00** (includes a non-refundable Booking Fee).

Booking Fee: \$ **200.00 + GST**, Stallion Service Fee: \$ **500.00 + G.S.T**, Collection & Container Fee: **\$ 300.00 + Gst.**  
(shipped semen only)

Please Check one: \_\_\_ Shipped Semen \_\_\_ On Farm \_\_\_ Wet \_\_\_ Dry

**1. Fees and Expenses:**

- a. *Charges:* A non-refundable Booking fee of **\$ 200.00** is due with signed contract. The balance of the stud fee **\$ 800.00** is due prior to the shipment of semen or **\$500.00** prior to the mare departing from the farm. If semen is not shipped, and balance of stud fee not paid within current breeding season, Mare owner will forfeit Booking fee and this contract will become null and void
- b. *Cooled Semen Expenses:* In addition to the Stud Fee, prior to the first shipment of semen the Mare Owner must include \$300.00 (the "Shipping Expense Fee") simultaneous with this signed agreement. fees.) This will cover all costs associated with the semen shipping process for the first shipment of semen, including lab and handling costs, and disposable container. If additional shipments are required, the Mare Owner will be billed \$300.00 for each additional shipment. Actual shipping cost will be billed at owners expense  
Semen orders not cancelled by 9:00 a.m. CST on collection days will be subject to cancellation fees.
- c. *Equitainer:* The Mare Owner understands that the Equitainer or disposable container is the property of the Breeder and that the Mare Owner does not obtain ownership rights to the Equitainer by virtue of this agreement. Should the Mare Owner fail to return the Equitainer to the Breeder within five (5) business days after receipt, \$300.00 for equitainer shall be charged to the Mare Owner to cover the cost of the Equitainer. The cost of returning the equitainer is the responsibility of the mare owner. The disposable container cost is included in the collection fee.
- d. *On Farm Breeding Expenses:* Boarding, farrier and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Day board is **\$ 8 dry/day** and **\$12 wet/day**. Haul in breeders must pay stud fee in full prior to hauling mare in/out for breeding. A \$20 haul in fee will be charged by Breeder for each breeding. Veterinarian Expenses will be billed separately and must be paid directly to the veterinarian.
- e. *Billing:* Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received.

**2. Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

**3. Farm Breeders Condition and Treatment:**

a. The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition, is free from infection and disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this agreement. Prior to arrival at the breeding farm, mare must have a veterinarian's health certificate including worming, and immunization records, and current Coggins test. Flu, Rhinopneumonitis vaccines must be given before the mare arrives. If these documents are not presented upon the mare's arrival, the breeder shall have the attending veterinarian make proper tests and evaluations at the mare owner's expense.

b. Breeding Method on farm mares is at the sole discretion of the breeder and the attending veterinarian. The breeder agrees to diligently try to settle the mare, however if the mare should not settle, the breeder shall be held harmless.

c. A mare deemed not in sound breeding condition by the attending veterinarian shall not be bred. In such a case, the mare owner may substitute another mare within the same breeding season.

**4. Farm Waiver of Liability:** Mare owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that the breeder services. The breeder will exercise reasonable care in caring for and supervising said horses. Other than as provided in this agreement, the Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the Mare/foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal or foal in-utero is the sole responsibility of the mare owner.

**5. Cooled Semen:**

a. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. The Breeder, in its sole discretion, may refuse to ship semen if the Breeder believes the insemination is not proper or the Mare is not healthy. The Breeder reserves the right to request a negative uterine culture and a uterine biopsy performed prior to shipment of semen. The Mare Owner agrees to comply with all requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours of receipt of the cooled semen.

b. *Cooled Semen Disclaimer:* Semen is shipped on a first call, first serve basis with farm mares receiving 1<sup>st</sup> priority. Please remember that a cooled semen contract does not guarantee semen will be available. Breeder makes no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The Mare Owner acknowledges that the use of cooled semen is an emerging technology that the Breeder cannot guarantee in any respect. Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner.

**6. Breeding Season:** For purposes of this agreement the breeding season shall begin June 1<sup>th</sup> and close July 15<sup>th</sup> of the year on this agreement.

**7. Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. **If a live foal does not result from the breeding, the Mare Owner will be entitled to a one year right of return for the following season only, to the Stallion for no additional Stud Fee, however there will be a \$250.00 return fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. The Breeder may require that the re-breeding be performed at the Breeder's facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.**

**10. Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Stallion Owner (Tammy Stewart/Gordon Trueman) that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, board, etc).

**11. Emergency Care:** Breeder agrees to contact the Mare Owner at the emergency number listed below should Breeder feel that medical treatment is needed for Mare &/or Foal provided however, that in the event the Breeder is unable to contact the Mare Owner within a reasonable time, which time shall be judged and determined solely by the Breeder, Breeder is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by Breeder, as Breeder determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by the Mare Owner within fifteen days from the date Mare Owner receives notice thereof, provided however, that Breeder is authorized to arrange direct billing by said care provider to the Mare Owner. If Mare owner carries insurance on Mare &/or foal, it is the responsibility of the Mare owner to provide Breeder with such information.

**13. Substitution/ Termination:** In the event that the Stallions dies, is unavailable, or becomes unfit for service, this Agreement will immediately terminate. Stallion Owner shall have no liability to Mare Owner except notification of its occurrence. Refunds of Stud Fee (less booking fee) will be given at the sole discretion of Stallion Owner. In the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare, as may be agreed by both the Mare Owner and the Breeder.

**14. Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Booking fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

**15. Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

Is Mare insured? Yes\_\_\_\_ NO\_\_\_\_  
Company Name and Policy Number

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Shipping Address

**Mare Owner Information:**

\_\_\_\_\_  
Mare Owner/Agent Signature

\_\_\_\_\_  
Stallion Owner and Breeder Signature

\_\_\_\_\_  
Daytime Phone Cell Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
E-mail

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