

This **STALLION BREEDING CONTRACT** for the 2012 Breeding Season (March to July) is made and entered into by and between Lone Larch Akhal Tekes, hereinafter designated the "Stallion Owner" and the following "Mare Owner":

**On Today's date:** \_\_\_\_\_

**Name (first & last):** \_\_\_\_\_

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

**City:** \_\_\_\_\_

**Province / State:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Postal / ZIP Code:** \_\_\_\_\_

**eMail Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

Mare Owner agrees to breed his/her mare: \_\_\_\_\_

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

**Registered with:** \_\_\_\_\_

**Registration #:** \_\_\_\_\_

**TO:** Purebred Akhal Teke stallion **Maruk**

**Breeding Method:** Cooled semen

**Number of Dose: 1**

**Semen Specifications:** Cooled semen dose contains minimum of 600 million progressively motile spermatozoa at time of portioning, which meets the World Breeding Federation for Sport Horses standards. Semen is collected by Dr. Brian McOnie from Creekside Animal Clinic in Vernon, B.C. Semen is shipped in a Neopor transport box manufactured by Minitube Canada.

**Stud Fee: CAN \$500** for a live foal, subject to the following conditions:

- All expenses including GST/HST (as applicable) must be paid before semen is shipped. In addition to the Stud Fee, other expenses include:
  - a) **Collection Fee:** Non-refundable fee of \$250 each time that semen is shipped to Mare Owner
  - b) **Container Fee:** Refundable fee of \$40 to cover the cost of semen container
  - c) **Shipping Fee:** Non-refundable fee to have semen shipped on an express overnight carrier or by counter to counter airline service on the same day of collection.

For your particular method of shipment (\_\_\_\_\_) and your location (\_\_\_\_\_), your shipping fee is \$\_\_\_\_\_

- Acceptable methods of payments are certified cheques, bank drafts, or cash
- Mare shall be in a healthy and sound breeding condition and stated as such in a veterinary certificate
- Mare shall have had a uterine/cervical swab culture taken within 30 days before insemination and Mare Owner shall provide a copy of culture results
- Mare Owner shall provide a copy of registration papers.
- Mare Owner represents and warrants to be the sole lawful owner of the mare and have all rights to enter into this breeding contract

- Mare Owner **CANNOT** use semen on any mare other than mare specified in this contract.
- Stud Owner must receive from a veterinarian a **24 hours** prior notice of mare's expected ovulation. Notice must be given to Stud Owner at the following number: 250- 547-0153
- Mare Owner is responsible for insemination by a qualified veterinarian or reproductive technician within **24 hours** of receipt of the semen
- Mare Owner assumes risk of loss or damage to semen once semen is delivered to the shipper
- A "Live Foal" is defined as a foal that stands and nurses unassisted from the mare. If foal does not survive for **24 hours** or is born dead, breeding privileges are extended to the 2012 season **ONLY**, provided that Stallion Owner is notified within seven days **AND** receives a veterinarian's statement confirming a) still birth or death within 24 hours of birth and b) all relevant vaccinations were given to the mare
- Mare must be checked for pregnancy using an **ultrasound examination** no later than 18 days from the date of insemination as well as undergo a pregnancy check at 45 days of gestation
- Mare Owner must provide Stallion Owner with a veterinary certificate stating the result of the ultrasound examination
- If the mare is determined not in foal by a veterinarian after 18 days from the date of insemination, **OR** If after being pronounced "in foal" by a veterinarian the mare should miscarry, Mare Owner has the right to receive **ONE** additional dose of semen per heat cycle for **TWO** heat cycles during the 2011 breeding season
- Additional doses of semen are sent **ONLY** if the mare's breeding soundness is re-evaluated by a veterinarian
- Should the mare die, be sold or become unfit to breed, the Mare Owner has the options of either breeding another mare (who must be approved by Stallion Owner) be refunded all fees paid to Stallion Owner
- Should the stallion die, be sold, or become unfit for service prior to settling the mare, all fees paid to Stud Owner shall be returned to Mare Owner

- This contract represents the entire agreement between the parties and no other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract under “Special Conditions”

**Special Conditions**, if any:

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- When Mare Owner and Stallion Owner have both signed this Contract, it will then be binding on both parties. This contract is entered into the PROVINCE OF BRITISH COLUMBIA and will be interpreted and enforced under the laws of BRITISH COLUMBIA
- Either party may terminate this Contract for failure of other party to meet any material terms of this Contract. In the case of any default by one party, the other party shall have the right to recover attorney’s fees and court costs incurred as a result of said default.

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**Stallion Owner**

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**Mare Owner**