

CanaDream Farm

635 Pelletier Sud, St-Armand, Qc, J0J 1T0
(450)248-4199 info@canadreamfarm.com

BREEDING CONTRACT

This contract made by and between CanaDream Farm/Marie-Josée Proulx ("Farm") and _____ (Purchaser) for breeding of the Mare named: _____ registration no: _____ to the Stallion named: _____ for the 201_ Breeding Season ("present breeding season"): subject to the following terms and conditions:

1) **PURCHASER WOULD LIKE TO USE:** Fresh chilled semen Frozen semen (if available)

2) **THE MARE:** The mare to be bred is: Color: _____ year foaled: _____
Maiden Barren Foal at side

The purchaser may not substitute another mare for breeding without prior written consent of the Farm.

3) **FEES:** Purchaser agrees to pay the Farm the following fees:

A non-refundable booking fee of \$100 is due at the signing of this contract. This fee is deductible from the Stallion Service Fee.

A non-refundable Stallion Service Fee of \$ _____ (+ taxes if applicable) is payable **before** the Mare is bred or semen is shipped. The Stallion Service fee includes LFG, the first collection of semen fee and the foal registration package which include registration paperwork filled up and the microchip for the foal.

Collection of semen fee of \$ 150 per collection. In the event the collection would be done for more than one Purchaser on a given day, the collection fee will be divided between the Purchasers.

Shipping fees for the containers to and from the destination must be paid by the Purchaser.

Equitainers must be returned clean and undamaged. If ballast bags, coolant cans or containers are missing or damaged, purchaser will be charged for replacement. The Farm will use the disposable container that can be bought by the at the Purchaser for an additional fee of \$40. The disposable containers are not to be returned to the Farm if bought by purchaser. Handling fee of \$ _____ for frozen semen shipment.

Returning the Equitainer or disposable container: After receipt and use of the semen, Equitainer or disposable container must be shipped back to the farm 24 hours after the last insemination via UPS, Fedex, Purolater. Late charges for the return of equitainer or disposable container will be \$20 / day.

4) **RESERVATION FOR SEMEN:** The farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the stallion for the Present Breeding Season which shall extend from April 15th until August 15th. The Farm is asking for notice on the 1st day of heat. All semen orders must be received by 6 pm E.S.T the day before the requested collection date by phone or e mail. All orders for semen shipments shall be filed as received, subject to availability of the Stallion. If there is insufficient semen to fill all orders of a given day the decision on which order to be filled will be taken based on the information provided by the Purchaser's veterinarian.

5) **CONDITIONS:** Stallions service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian. The Farm reserves the right to request the submission of a recent negative intrauterine culture certificate (within 60 days). In all cases, The veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis have been kept current.

6) **RETURN OF SERVICE:** Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 7 below. However, the Mare shall have the right of return to the Stallion's service in the following breeding season only in the following circumstances:

If the Mare does not settle during Present Breeding Season, she is eligible for return of service to the stallion the year following the signature of this contract if the Purchaser submits a veterinarian's certificate to that effect. The Purchaser recognized the Farm's right to require a negative intrauterine culture certificate prior to the Mare's return to service.

If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if the Farm receives a veterinary certificate of barrenness within 10 days (10) of the examination.

If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinarian certificate must be provided within five (5) days from the date of death.

In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis during pregnancy and the date of such vaccination. The Farm's timely receipt of the required veterinary certificates is a condition precedent to any right of return.

If the Purchaser's mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another mare. Purchaser must request this change in writing.

7) **REFUND OF FEES:** This contract shall be null and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit for service after semen has been shipped or in any subsequent breeding season. No refund is available if Stallion is sold; but Purchaser may breed to another Farm Stallion of the same or lesser Stallion Service fee.

8) **NON-ASSIGNMENT:** This contract cannot be assigned or transferred by Purchaser. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion

9) **WARRANTY:** The Farm is not responsible for lost, delayed, or damaged semen and makes no representations of warranties of any kind with respect to any semen furnished hereunder

except that it is the Stallion's. ALL WARRANTIED OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

10) **FOR MARES TO BE BRED AT CANADREAM FARM ONLY:** Purchaser agrees that all veterinary, farrier, foaling , and other fees are in addition to the Stallion Service Fee, and that all such fees, together with board of \$ 10 + taxes per day, will be paid promptly upon invoicing. No Mare will be removed from the Farm unless all fees and costs are paid in full. The breeding season shall begin May 1st for mares bred at CanaDream Farm.

The Purchaser hereby gives the Farm permission to act as agent in an emergency situation if the Purchaser cannot be reached in a timely fashion.

The Purchaser hereby releases the Farm from any responsibility or liability for any disease or accident to the Mare or accompanying foal resulting from any negligence.

11) **GOVERNING LAW:** This contract shall be governed by the laws of the province of Ontario and shall be binding upon the parties hereto and their personal representatives.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

CANADREAM FARM: _____

Purchaser (Please print name):

Purchaser (signature): _____

Address:

Phone #:

E mail: _____

Date: