

ARNABY FARM

C/o Diane Jackson

R.R. # 4

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Contract for Transported Semen – “ROTHERWOOD BO JANGLE”

I hereby confirm my reservation for the mare described below to be bred to the stallion “Rotherwood Bo Jangle” during the 2007 breeding season if said stallion is alive and fit to breed, and agree with the Stallion Owner.

The 2007 stud fee is CDN \$1000.00 this includes a booking fee of CDN \$200.00 that must accompany this contract. This booking fee is non-refundable in all circumstances. The balance owing of \$800.00 must be paid in full before any semen is shipped.

A collection fee of \$200.00 per shipped semen shipment will be included with the stud fee for the first shipment only. Any/all applicable shipping costs will be borne by the Mare Owner. Each additional shipment of semen will be charged at \$200.00 per collection fee plus shipping costs.

Stallion Owner guarantees a live foal, defined as one that stands and nurses. In the event that there is no live foal, the Stallion Owner will allow the Mare Owner another breeding privilege of the mare to Stallion (or a substitute mare if agreeable to the Stallion Owner) for the next breeding season ONLY, providing that the Mare Owner furnishes a satisfactory certificate issued by a licensed veterinarian, within 30 days, indicating the pertinent details of foal mortality, stillbirth, abortion or non-pregnancy, and that the Mare Owner also provides proof that regular anti-abortion vaccinations were provided to said mare, otherwise the re-breed provision becomes null and void. This contract is non-transferable.

A veterinary certificate and current uterine culture, taken when the mare is in heat, showing the mare to be in sound breeding condition and free of infection and taken within the last 30 days, is a condition of service. The mare will be inseminated and the insemination record documented by a licensed veterinarian. The container and insemination record will be returned promptly (within 4 working days), or the contract will be considered null and void. No further semen shipments will be sent if the container is not returned.

In any event, Arnaby Farm or Diane Jackson will not have any other liability or obligation to the Mare Owner.

The mare will be examined at the Mare Owner’s expense, by a licensed veterinarian within 30 days after breeding to determine her pregnancy status. The result of such test will be forwarded promptly to the Stallion Owner.

Stallion Owner, its agents, employees and representatives and/or assigns shall not be liable for any disease, injury, death, theft or accident to the mare (and foal, if any, at the mare’s side).

Stallion Owner the right to withhold issuance of any applicable Stallion Service or Breeder’s Certificate for the breeding hereunder until Mare Owner is current on all payment obligations

to Stallion Owner. No Stallion Service or Breeder's Certificate will be issued before Mare Owner notifies Stallion Owner of the birth of a live foal.

This agreement is not assignable by the Mare Owner without the express written permission of the Stallion. A new booking fee must be paid to the Stallion Owner in all cases if this agreement is assigned.

This contract will remain in effect for a period of 2 years from signing only, unless a modification to this agreement is made, in writing, and signed by both the Mare Owner and the Stallion Owner. A new booking fee will also be required for the following breeding season if this breeding is carried over to the following year, and no attempts at breeding were made during the current breeding season.

This document contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings (either oral or written) between Mare Owner and Stallion Owner shall be void unless contained in this agreement. Modifications to this agreement will only be valid if in writing and signed by both the Mare Owner and Stallion Owner

Dated at: _____ this _____ day of _____
200_

I have read and understand the above conditions on the Transported Semen Delivery Contract:

Mare _____ Breed _____
Registration Number _____ Age _____
Description _____
Mare Owner _____
Address _____ City _____
Province / State _____ Telephone _____
Fax _____ Email _____ Cell phone _____

Anticipated Breeding Date: _____

Signed:

Stallion Owner or Lessee

Signed:

Mare Owner