

Breeding Contract

This Stallion Breeding Contract, for the breeding season of 20__, is made, and entered into on this ____ (day) of _____ (month), 20__ (year) by and between, Schade Equestrian Services, hereinafter designated "Breeder", and , _____ hereinafter designated "Mare Owner". Mare Owner agrees to breed the Mare _____ (Mare Name) _____ (breed) , to the following Stallion: _____ ACRES OF BOON, by Mr. Roan Freckles Fee of \$550.00

The term "Breeder" includes owners, agents, employees, owners of the premises of the breeding facility/property, assigns, veterinarians, guests and any other parties involved with breeder.

Mare Owner shall pay the sum of \$ _____ plus taxes as a breeding fee: \$ _____ of which is payable upon signing this contract as a nonrefundable booking fee to reserve a breeding for the year 20__, which will be credited against the Breeding Fee. The balance of the breeding fee must be paid upon delivery of the Mare to Breeder in the form of cash or certified cheque. Mare Owners are served on a first-come, first-served basis, so we strongly recommend you notify us of your anticipated breeding date.

Breeder requires 72 hours advance notice when the Mare Owner wishes to bring or remove their mare.

Mare Owner shall periodically be invoiced for all interim expenses, including but not limited to veterinary services, farrier services and special dietary services as well as board expenses. All expenses are due when mare is picked up or when Mare Owner receives invoice, whichever is first. All charges shall be paid whether or not the mare is settled. Mare Owner may not remove mare from Breeder's possession until all expenses are paid in full. Breeder shall have a lien on the mare, any foal at side and the produce of the mating which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so; Breeder shall be entitled to recover any costs, expenses and attorney's fees expended in collection. A \$50.00 fee will be charged for every bank returned cheque.

Mare Owner agrees to pay the Breeder, the sum of \$ _____ per day for dry mares, \$ _____ per day for wet mares. This amount will be charged per calendar day, starting on the day the mare is delivered and ending on the day the mare is picked up from the Breeder. It is mutually understood and agreed by and between the parties that the term dry mare is a mare without a standing foal at her side and that the term wet mare is a mare with a standing foal at her side. If grain is required, the Mare Owner will provide it when Mare is delivered.

Mares that are not halter broken or with shoes will not be accepted.

Mare Owner shall deliver the mare in a healthy and sound breeding condition, free from infections, contagious and transmissible diseases. In addition, the Mare must have received her routine vaccinations and be current on worming and free of external parasites before delivery to Breeder. The Mare Owner is encouraged to have a veterinarian check of the mare's fertility. Breeder recommends the Mare be given a breeding soundness exam by a licensed veterinarian and any recommendations followed, including inoculation against equine herpes virus before breeding. The mare must have a fertility check again if she does not become pregnant within 3 breedings.

Mare Owner certifies that mare has not had or been exposed to strangles or any other disease/illness in the last year before delivery to the breeder.

Breeder will exercise its own judgment in caring for and supervising the mare and/or foal. The Breeder will attempt to settle the mare and the mare owner agrees to give the Breeder ample opportunity to impregnate the mare and sole discretion of determining the best method of breeding such mare. If, however, the mare does not become pregnant, the mare owner will hold the Breeder harmless. Also, the Breeder reserves the right to refuse the mare at any point and / or not breed the mare if the Breeder finds the mare not in satisfactory condition, unsound for breeding or dangerous to breed. If the mare is refused, the booking fee shall constitute liquidated damages and the mare owner shall be immediately notified at the mare owner's phone number of record contained herein to remove said mare from the premises of the Breeder within 72 hours.

The Mare Owner will disclose any known health concerns associated with the mare or her current year foal (eg if the mare is known to have difficulty becoming pregnant, carrying a pregnancy to full term etc). It will also be disclosed if a mare is known to have irregular heat cycles.

The Mare Owner will provide any special care needs of the mare to the Breeder prior to delivering the mare. In order to help protect the safety of the mare, the stallion, and the Breeder, the mare owner will disclose any unusual/undesirable personality traits of the mare (this includes but not limited to biting, kicking, striking, cribbing).

A photo copy of the Mare's registration papers (both sides), a record of health, worming and immunization record must accompany the mare on arrival or mare will be refused. If mare is refused, the booking fee will not be refunded.

Mare Owner agrees to indemnify, release and hold harmless of liability the breeder, any of Breeder's agents, employees, assigns, representatives, owners or property and any other parties involved from any and all loss. This includes, but is not limited to fire, theft, escape, sickness, disease, accident, injury, disability, death, claims, demands, damages, actions, suites, attorney's fees and costs, obligations or liabilities of any kind, known or unknown, in any way related to the mare/foal or the breeding of the mare or any other harm suffered by the Mare and/or foal whether or not deemed to be caused by negligence and any personal injury or disability which the Mare Owner or anyone

connected to mare owner may receive while on the premises of the breeding facility, even if caused by negligence by Breeder, its representatives, agents or employees. The Breeder will not be liable for any other cause of action whatsoever arising out of or connected in any way to the breeding and boarding of the mare and/or foal including consequential caused to the mare or foal.

Mare Owner is responsible for all personal property taxes and all liability insurance on the Mare (and foal, if applicable). Mare Owner fully understands that Breeder does not carry any outside horses in its possession, custody or control for breeding and boarding or any public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be born by the Mare Owner or Owners. Equine mortality insurance is to be purchased by Mare Owner.

Breeder reserves the right to arrange veterinarian and farrier services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All expenses including but not limited to veterinarian and farrier expenses will be paid by Mare Owner. In the event of colic or life threatening illness of the mare, all means available will be utilized to save said mare unless otherwise instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all cost in connection therewith.

By delivering the mare the Mare Owner is satisfied with the premises for breeding, including the facilities in which the mare is to be kept and is satisfied with the conditions, upkeep and safety.

It is understood that the breeding season commences on April 1 of the calendar year and terminates August 15 of the same calendar year. If the Mare does not come into season or is not bred successfully during the Initial Breeding Season (proves to be barren) or does not produce a live foal as a result of this breeding the Mare Owner will be entitled to return privileges for the same mare for one additional season only, the following year. In the event the Mare Owner elects to rebreed during the following breeding season, Mare Owner agrees to pay any increase in the breeding fee, mare care and any other vet or farrier fees are extra for the rebreeding. If the mare is to be re-bred and Mare Owner fails to deliver her for re-breeding, then any and all fees paid shall be non-refundable and the contract terminated.

This contract contains a "LIVE FOAL GUARANTEE". A live foal is described as a newborn foal that stands and drinks. If the foal is born dead, there are return privileges for the same Mare for the next breeding season, only if the Breeder is notified within 10 days and receives a Vet's statement confirming death. If such notification and statement is not received within the time required, no fees will be refunded and the guarantee is null and void. If after being pronounce "Safe in Foal" the Mare should miscarry or abort after leaving the Breeder's premises, Mare Owner has the privilege to return the same mare for breeding during the current breeding season or the following breeding season. If the

mare is proven barren after leaving the Breeder's premises, Mare Owner has the privilege to return the same mare for breeding during the current breeding season. In the event Mare Owner fails to deliver the mare as state above for rebreeding the following breeding season, then any and all fees paid shall not be refunded and the right to rebreed is thereby canceled. If the mare does not produce a foal within two years of this contract, this contract is considered null and no rebreeds or refunds will be available. A service certificate will be issued to the Mare Owner when mare has produced a live foal. It is Mare's Owner responsibility to register and to pay the necessary fees for foal registration. Owner recorded on registration certificate will be recorded on the breeding certificate. It is the Mare Owner's responsibility to provide Stallion Owner with a valid address to which Breeder's Certificate shall be mailed. It is Mare Owners responsibility to mail documentation to AQHA or APHA.

Mare Owner shall remove the mare from the premises of the Breeder within 72 hours of notification from the breeder that the mare is expected to be impregnated. Mare Owner agrees to have said mare pregnancy tested within 30 days from the date of last breeding and provide that information to the Breeder within 45 days. Failure to provide said information waives the live foal guarantee. Breeder will make every effort to assist Mare Owner and Mare Owner's veterinarian in getting the mare pregnant. However, should the mare fail to conceive and a completed veterinary certificate to that effect be received, Breeder will renew this contract on similar terms and conditions for the next Breeding. In the event the mare aborts after leaving Breeders premises, the Mare Owner, shall certify to the Breeder that the mare was accurately and properly administered vaccines to prevent the mare from aborting; such as rhinopneumonitis vaccines reflecting that the mare was administered the appropriate dosage of said vaccine on the fifth, seventh and ninth month of pregnancy.

In the event the Mare Owner desires to remove the mare from the Breeder before he has had sufficient opportunity to impregnate her (having bred her through at least three heat cycles) then all unpaid board, expenses shall be due and payable when the mare is picked up, and the live foal guarantee becomes void.

It is further agreed that should the stallion die, be sold or become unfit for service, prior to servicing/impregnating the mare, that the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract and this contract is and shall be null and void

This Contract is entered into in the Province of Ontario and will be interpreted and enforced under the laws of that Province. If any clause in this Contract is against the law then that clause is null and void. In the event one or more term or provision of this contract are found to be invalid, unenforceable or illegal, it shall not affect the validity or enforcement ability of any other provisions. In the event that Breeder incurs attorney's fees and/or legal costs in securing or protecting any right available to Breeder under this contract, or under the laws, Mare Owner hereby agrees to pay said attorney's fees and legal costs.

The Mare Owner hereby grants license and permission to the Breeder to photograph the mare and use for any promotional purposes. The Breeder may identify the mare and the Mare Owner in the event the said promotion is engaged.

The Mare Owner hereby certified that he, she is the actual owner of record of the mare and has all power and authority to enter into this particular agreement for the mare in question. This contract is non-assignable and non-transferable. Mare Owner shall have no right, title or interest in the stallion. In the event said mare is sold, the fee, if unpaid shall immediately become due and payable and no refund shall be due under these circumstances and there is no obligation for the Breeder to rebreed the Mare under new ownership. Live Foal Guarantee or return privilege terminates if the mare is sold or otherwise changes ownership. Should the mare die or become unfit for service prior to being delivered to the Breeder, the Breeder will refund the breeding fee if paid (less booking fee) to the Mare Owner, thereby canceling this entire contract and this contract shall be null and void. No other fees or charges are refundable.

The mare owner's signature on this contract attests to the fact that the owner has read and understood all the terms outline herein and accepts this contract as legal and binding. This contract represents the entire agreement between the parties. No other agreements or promises, or representations, whether verbal or implied, are included herein unless specifically stated in this written contract. When the Mare Owner and the Breeder sign this Contract and the breeder returns one copy of this contract to the Mare Owner it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is hereby executed as of the date signed by the BREEDER which this date shall govern the effective dates of this contract. Mare owner irrevocably agrees that his/her sole recourse against Breeder with respect to the performance or non-performance of this contract is a return of the Breeding Fee less the booking fee.

If the mare has a foal at her side, all above terms regarding health and care of the mare will apply to the foal as well.

MARE OWNER INFORMATION

Name: _____ (First and Last)
Full Mailing Address: _____ (Street Address)
_____ (City, Province)
_____ (Postal Code)
Home Telephone: _____ / Work Telephone: _____
Cell Phone Number: _____
E-Mail: _____ / Fax Number: _____

Emergency Contact Name & Phone Number: _____

Veterinarian Name & phone number: _____

MARE INFORMATION:

Mare's Birthdate: _____ Breed: _____

Date Last Foaled: _____ / Tentative Breeding Date: _____
Does the mare cycle regularly? _____ Show heat well? _____
Date of first day of last heat cycle and number of days cycle lasted: _____

Feeding Instructions (Mare (and Foal)) _____

Health concerns: _____

Special care / dietary needs or any special or particular veterinary services required _____

Mare has history of following breeding characteristics: _____

Unusual/undesirable personality traits of the mare (biting, kicking, striking, cribbing, etc)

Allergies or need of special attention:

(Printed Name of Mare Owner)

(Mare Owner's signature)

(Date)

Booking fee of \$_____ received by

(Printed Name of Breeder)

(Breeder's signature)

(Date)

Mail completed contract to:

Trent Schade
RR 1, 7 Reiner Cres
Wellesley, ON
N0B 2T0