

# TK TEXICAN

Owned by: Clay Webster Performance Horses Inc.  
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STANDING THE 2007 SEASON AT:  
Equine Services Ltd./Burwash Quarter Horses  
Wayne Burwash, DVM • Karen Nyrop, DVM  
244071 Panorama Ridge SW, Calgary, Alberta, Canada, T3Z 3L6  
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## STALLION SERVICE CONTRACT

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This certifies that \_\_\_\_\_mare owner/purchaser has confirmed a reservation for the transported semen collected from the stallion, TK TEXICAN, for the mare\_\_\_\_\_, Reg. No.\_\_\_\_\_  
Breed\_\_\_\_\_ Age\_\_\_\_\_during the 2007 breeding season at a stud fee of \$1,000 + GST. Or a multiple mare fee (this means 3 or more mares) at a stud fee of \$800 + GST each. The stud fee(s) must be paid in full prior to the mare being bred via artificial insemination. **Please make stud fee cheques payable to Clay Webster Performance Horses Inc.**

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

1. The mare owner/purchaser must sign and return this contract to Equine Services Ltd. A photostatic copy of both sides of the mare's current registration papers, with current owner listed, must accompany this Stallion Service Contract for Cooled Shipped Semen.
2. Equine Services Ltd. will charge a collection fee of \$185 plus GST for each time semen is collected and processed for breeding. These fees are the responsibility of the mare owner.
3. All other expenses including initial palpation of the mare, ultra-sound(s), board, vet expenses, foot care if necessary and miscellaneous expenses which may occur will be payable to Equine Services Ltd. and will be due monthly. All stud fees and expenses must be paid in full before the mare leaves the breeding farm.
4. It is further understood that should the above-mentioned stallion die, or become unfit to service, this contract shall become null and void and the mare owner will be refunded the stud fee. All other expenses incurred are still payable to Equine Services Ltd.
5. There is a live foal guarantee with one return breeding privilege the following season, if the mare does not produce a live foal that is capable of standing and nursing. It is understood that any claim for re-breeding must be accompanied by a written statement from a veterinarian within one week of knowing the mares has lost her foal. In the event that the mare dies or becomes infertile, the breeders will be allowed to substitute another mare for breeding the following season. In addition, should the stallion die, become unfit for service, or become unavailable for breeding because of a sale or lease and a claim for re-breeding is made, then the stallion owners will be responsible for refunding the stud fee only. It is further agreed that should the above named stallion die or become unfit for service after the mare is pronounced safely in foal, the stallion owner and Equine Services Ltd. are released from all further responsibility.
6. Every effort will be made to settle the mare; however, if for any reason she does not settle, the Stallion Owners or their representatives will not be held liable. The mare owner agrees to leave the mare at Equine Services Ltd./Burwash Quarter Horses until she has a positive pregnancy examination. Should the mare not settle during the 2007 breeding season, should the mare abort, or not

have a live foal (standing and nursing); the Mare Owner further agrees they shall have no recourse and will be entitled to one free re-breeding during the following year for the same mare. Only the Breeding Fee is free and all other fees apply. The guarantee is completed with the mare being checked in foal after re-breeding. The following conditions apply for a re-breeding guarantee:

- A) Clay Webster Performance Horses Inc. must be notified of the aborting or death of the foal by phone or fax within 48 hours after foaling or aborting and within one week thereafter furnishes Clay Webster Performance Horses Inc. a certificate by a licensed veterinarian substantiating the death and specifying the full particulars as to cause.
- B) The mare must be re-checked in foal by a veterinarian between 45 and 60 days after the last breeding date and Clay Webster Performance Horses Inc. must be notified in writing of the mare's pregnancy condition.
- C) The mare must receive Rhino vaccination at 5, 7 and 9 months of pregnancy.

7. The Stallion Agent will exercise judgement in care and supervision of each mare and/or foal/ The Stallion Agent has full rights to administer medical care as deemed necessary for the health and safety of the mare and/or foal. The Mare Owner will pay all costs associated with such expenses.

8. The above mentioned stallion will be available for breeding from March 1, 2007 to July 31, 2007. The mare owner agrees that if the mare does not conceive during the 2007 season, they will have a choice of either substituting another mare or a return, on-site artificial insemination breeding the following season. If an on-site artificial insemination breeding is chosen, the mare owner will bring the mare to Equine Services Ltd. during the 2008 breeding season. Another contract for on-site artificial insemination breeding must be signed and the mare owner must abide by to all charges associated with breeding a mare at Equine Services Ltd. If the mare owner does not choose a return breeding during the 2008 season, they will forfeit the return breeding privileges and the stud fee paid on the above mentioned mare.

9. It is understood that Clay Webster Performance Horses Inc. and Equine Services Ltd./Burwash Quarter Horses, their members, agents or employees, shall not be liable for any injury, disability, or death suffered by any horse from any cause whatsoever, while in the custody of the Stallion Owners or Agents. The undersigned owner specifically assents to such condition, and waives all and every claim for damages resulting from such injury, disability or death.

10. This contract is non-transferable nor assignable. There shall be no right of return to the stallion if the mare named in this contract is sold or otherwise changes ownership after being serviced by the stallion except at the discretion of the stallion owner.

11. Both parties agree to follow Breed Association rules regarding the practice of artificial insemination.

12. A "Breeder's Certificate" will be issued upon notification of the birth of the foal.

13. TK Texican will be nominated to the Reining Alberta Sire & Dam Program, and the Canadian Supreme when foals become of nomination age.

14. Clay Webster Performance Horses Inc., its employees/agents, and/or stallion owners, in addition to Equine Services Ltd. and its employees/agents make no representations or warranties of any kind with the respect to any semen furnished to mare owner except that the semen shipped is from the stallion named in this contract.

15. This contract is governed by the laws of the Province of Alberta, Canada.

16. Additional Conditions:

17. Approximate time you would like to breed: \_\_\_\_\_

18. When Clay Webster Performance Horses Inc. or stallion agent signs and returns this contract to mare owner, it will be a binding contract on both parties, subject to the terms and conditions of this contract.

**I hereby agree to these terms and conditions as set forth in this contract:**

**Dated:** \_\_\_\_\_

**Mare Owner's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

**Business/Cell:** \_\_\_\_\_

\_\_\_\_\_

**Stallion Agent Signature:** \_\_\_\_\_

Please check care desired and every effort will be made to accommodate your request:

_____ Semi Private paddock	Dry \$8.75 per day Wet \$9.75 per day
_____ Private Paddock	Dry \$10.75per day Wet \$11.75per day
_____ Box Stall/Turnout	Dry \$13.50per day Wet \$14.50per day