

TK TEXICAN

Owned by: Clay Webster Performance Horses Inc.
244083 Range Road 31, Calgary, Alberta, Canada, T3Z 3L8
Phone: (403) 861-2609, (403) 242-4231
Fax: (403) 249-4465
Email: cwperformancehorses@hotmail.com

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
Phone: (403) 242-1913,
Fax: (403) 242-9361
Email: burwash@telusplanet.net

STALLION SERVICE CONTRACT FOR COOLED SHIPPED SEMEN

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 before cooled semen will be shipped. **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. It is 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.
3. 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.
4. 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 Owners 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.
5. Equine Services Ltd. will charge a deposit of \$500 that must accompany this contract, (payable to Equine Services Ltd.) There

will be a charge of \$185 + GST for each time semen is collected and processed for shipping. All costs related to the preparation and shipment of the semen (including couriers, airlines, bus, etc.) will be deducted from this deposit. Any remaining balance will be returned after confirmation of your mare being pregnant or at the end of the breeding season. No semen will be shipped without adequate funds on deposit to cover expenses. If a mare does not conceive, loses the pregnancy or loses the foal during or after foaling, all services provided by Equine Services Ltd. on a return service will be charged at the current rate for the next breeding season.

6. It is required that Equine Services Ltd. be notified when the mare is expected to be in heat and again prior to 4:30 PM (MST) the day before a shipment is likely to be required. Confirmation of the semen order must be made by 8:30 AM (MST) the day of the shipment. Specific arrangements are required for each shipment and therefore, it would be appreciated if Equine Services Ltd. could be informed of expected shipping dates as far in advance as possible to assist in making these arrangements.

7. Every effort will be made to ship quality semen. However, if for any reason, the semen is of poor quality upon arrival, the Stallion owners or their representatives will not be held liable. Semen shipments will be 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. A 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.

8. This contract is non-transferable or 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.

9. Both parties agree to follow Breed Association rules regarding the shipment of cooled semen.

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

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

12. Clay Webster Performance Horses Inc., its employees/agents, and/or stallion owners, in addition to Equine Services Ltd. and its employees/agents are not responsible for lost, delayed or damaged semen and 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.

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

14. Additional Conditions:

15. Approximate time you would like to breed: _____

16. 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: _____

Address: _____

Home Phone: _____

Business/Cell: _____

Stallion Agent Signature: _____