



Clay Webster Performance Horses Inc.
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STALLION SERVICE CONTRACT

The undersigned Mare Owner hereby agrees on this _____ day of _____ 20_____, to breed the mare named below to the Stallion **WHIZ N STARLIGHT** Registration # **4603059** for the 20 _____ season (February 1 to July 1) subject to the following conditions:

NAME OF MARE _____
REGISTRATION NUMBER _____
YEAR FOALD _____

1. All breedings for 2015 will be with cooled semen. Breeding season starts February 1 and ends July 1. It is the mare owner's responsibility to call us and arrange a collection day, at least 24 hours prior to needing the shipment. Mare owner will be charged \$200 per shipment (chute fee), plus applicable shipping fees. Moore & Company Reproductive Services will assist us in standing Whiz N Starlight this year, therefore all mare care charges (if required) and shipping charges will be billed directly to the customer from Moore & Co. The total charges payable to Clay Webster Performance Horses Inc. are as follows:

\$1,500 (includes chute fee) + gst for Whiz N Starlight

2. The stallion service fee includes a **non-refundable** booking fee of \$500. The **\$500 booking fee is due and must be paid in full upon** execution of this contract. The balance of the stallion service fee plus shipping fees and chute fee are due prior to shipping and must be paid in full before shipment will be made. No shipments will be made to a Mare Owner with a past due balance until the account is paid up to date. If twin embryos are successfully transferred on a

single flush, Clay Webster Performance Horses Inc. will provide a second Breeders Certificate for an additional fee of \$1,000. Clay Webster Performance Horses Inc. must be notified of the twin flush within 15 days in order to provide the second Breeders Certificate. Twin flush must be by totally natural means. If fertility drugs are used, the second Breeders Certificate will be issued after payment of an additional stallion service fee.

3. All equitainer deposits or fees will be billed directly from Moore & Company Veterinary Services.

4. This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal which stands and nurses without assistance. If the foal is born dead or does not stand and nurse without assistance, return privileges shall apply only if Stallion Manager is notified within seven (7) days thereof and receives a veterinarian's statement confirming death.

5. If the mare proves not to be in foal as a result of the breeding contemplated by this contract, or the foal does not stand and suck as stated in the previous paragraph, the Stallion Manager, at its election, may either rebreed the mare the following year or refund the Stallion Fee paid pursuant to this contract, less the Booking Fee, thereby relieving the Stallion Manager to its obligation to rebreed the mare. Return privilege shall apply only to the next normal breeding period, from February 1 through July 1 of the following year.

6. A Breeders Certificate will be issued for the foal conceived by the mating when the Stallion Manager has been notified that a live foal has been produced and when stallion fees and all other expenses have been paid in full.

7. Should the Stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by Mare Owner toward the Stallion Fee shall be refunded to Mare Owner. However, Mare Owner shall pay for all other expenses actually incurred.

8. The Live Foal Guarantee in this contract is nontransferable and non assignable. Should the mare be sold or disposed of prior to the birth of the foal, the Live Foal Guarantee shall be void. However, Stallion Manager may, in its discretion, upon application and payment of a new Booking Fee, continue to honor the Live Foal Guarantee granted to the original owner. In the event Stallion Manager agrees to the transfer or assignment of the Live Foal Guarantee under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof insofar as the same may then be applicable.

9. Mare Owner agrees that Stallion Manager has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. **STALLION MANAGER MAKES NO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. The parties acknowledge that this agreement is made and shall be entirely performed within the Province of Alberta, and shall be construed and enforced under the laws of the Province of Alberta.

11. The contract shall be binding upon the parties hereto upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.

12. A photocopy of both sides of the registration papers on your mare must accompany this contract. The owner recorded on the registration certificate will be recorded on the stallion breeding report.

Date Mailed / Faxed: _____

STALLION OWNER

MARE OWNER

By: _____ Date: _____

SIGNATURE OF OWNER OF MARE AS LISTED ON
REGISTRATION CERTIFICATE

Stallion Fee: _____

Address: _____

Nonrefundable Booking Fee: _____

Date Received: _____ Check #: _____

Telephone: _____