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## FOOTHILLS RANCH STALLION BREEDING CONTRACT

This agreement is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ executed at the town of Roseisle in the Province of Manitoba

I hereby agree to breed the mare \_\_\_\_\_

Reg.# \_\_\_\_\_

(Hereinafter referred to as the Mare) to the stallion **GIBSONS FINEST** for the 20\_\_\_\_ season. The stallion fee is \$1000.00 which includes a booking fee of \$250.00 First chute / collection fee included in stallion fee. Additional collection / chute fee stated below in fee schedule if required.

1. The stallion fee stated above includes a \$250.00 non-refundable booking fee which shall be payable upon execution of this contract.

A. FOR ON-SITE BREEDINGS: The balance of the stallion fee shall be payable when the mare is pronounced safe in foal, or when the mare is picked up from the breeding farm, after having being exposed to the stallion. All other expenses, including board shall be payable monthly, AND paid in full when the mare is picked up from the breeding farm.

B. FOR COOLED OR FROZEN SHIPPED SEMEN: The stallion fee stated above, and the first semen shipment fees are due and payable upon execution of this agreement and at least five days prior to ordering semen. Shipping fees are in addition to stallion fee. Shipping fees will be determined depending on location of shipment and will be the exact cost charged.

C. BOARD & VETERINARY CHARGES: (applicable to on-site breeding's) The Breeding Manager agrees to provide suitable facilities for the care and feeding of the mare and/or foal while in his/her custody. The mare owner agrees to the rates listed in the fee schedule below. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of the Breeding Manager, and these expenses are due and payable prior to the mare and /or foal depart Foothills Ranch.

D. LATE PAYMENTS & SECURITY INTEREST: The breeding manager may charge the Mare Owner interest calculated at the monthly rate of 2% for any invoiced expenses and fees not received by the Breeding Manager on or before the due date. The mare will not be released until the stallion service fee, veterinary invoices, boarding fees, and any other charges incurred on behalf of the mare and/or foal have been paid to the Breeding Manager in full. To secure the payment of these fees and expenses, the Mare Owner hereby acknowledges and by execution of this agreement grants a security interest in the Mare and/or her foal on the Ranch to the Breeding Manager (pursuant to the "Livery Stable Act"), and the Breeding Manager has no obligation to

release the Mare and/or foal to the Mare owner or to issue a Breeder's Certificate until the Mare Owner has paid all fees and expenses incurred on behalf of the Mare and/or foal. The Mare Owner assumes and agrees to pay all charges, expenses, legal fees and related costs incurred in the collection of this balance. If this account is not paid within 60 days of billing, the Breeding Manager may invoke his right under the ("Livery Stable Act") to foreclose and sell the Mare and/or her foal, at either public or private sale and apply the proceeds first to all legal fees and costs of sale incurred in relation to the foreclosure of the security interest and the balance to outstanding amounts owed to the Breeding Manager. Further, in this event, the Mare Owner agrees to deliver to the Breeding Manager the original registration papers and properly executed transfer papers on the Mare and/or foal. If the Mare Owner refuses to execute all necessary, transfer documents and deliver registration papers after default the Mare Owner agrees to pay \$1,000.00 to cover the cost of obtaining a new registration certificate or the amount necessary to cover these costs.

E. CONDITION & TREATMENT: The mare Owner agrees that when delivered to the breeding manager the mare and/or foal shall be in sound and healthy breeding condition. A copy of both sides of the registration papers of the mare must accompany the contract. The mare owner warrants that he/she is the recorded owner of the mare or authorized party.

F. CARE OF MARE & FOAL FOR ON-SITE BREEDING: For mares bred at the Ranch, the breeding manager shall prepare the Mare for breeding and conduct the breeding and post care. The breeding Manager shall exercise reasonable judgment in the breeding, care and supervision of the Mare; however, the Mare Owner waives all claims against the Breeding Manager and Foothills Ranch for the sickness, injury or death of the Mare and/or foal from matters beyond the Breeding Manager's reasonable control or despite the rendering of reasonable and ordinary care. The Breeding Manager shall diligently try to settle the mare; the Mare Owner agrees to give the Breeding Manager ample time & opportunity to settle the Mare. If for any reason the Mare does not settle the Mare Owner waives any claims against the Breeding Manager. The Mare Owner grants to the Breeding Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and/or foal. If any extraordinary health care is required for the mare and/or foal, the Breeding Manager shall attempt to contact the Mare Owner by telephone prior to taking the required action, but the Breeding Manager's inability to contact the Mare Owner does not abrogate the authority granted to the Breeding Manager by the Mares Owner.

G. The Breeding Manager reserves the right to refuse any mare that is not in proper breeding condition or does not have proper paper work in order.

H. FOALING MARES ON THE BREEDING MANAGERS PREMISES. The Mare Owner agrees to pay all fees listed in the fee schedule below to have the mare and/or foal on the premises of the Breeding Manager. All veterinary fees incurred in the connection with the foaling shall be paid by the Mare Owner, in addition to the foaling fee.

I. LIVE FOAL GUARANTEE. If the mare fails to produce a live foal from the privilege granted by this agreement, the mare Owner may re-breed the Mare (or a substitute mare mutually agreed upon by the Mare Owner and Breeding manager) during the subsequent breeding season. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this agreement without the prior written consent of the Breeding Manager. "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for

24 hours. The return one time re-breeding privilege is conditioned upon the Mare Owner giving the Breeding Manager written notice within 3 days after foaling or aborting that the Mare did not produce a live foal. There will be a \$250.00 charge for "re-breed" services plus shipping fees as listed below.

J. A "Breeders Certificate" shall be issued for the foal conceived when stallion fees and all other expenses have been paid in full. The mare owner shall receive a Breeders Certificate when the Breeding manager has been notified that a live foal has been produced.

ENTIRE AGREEMENT/GOVERNING LAW/VENUE. This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Manitoba law governs this Agreement, all of the terms and provisions of which are performable in Manitoba. The parties agree that any legal action brought under this agreement or pertaining to the subject matter of this Agreement can only be brought in Manitoba, subject to any Manitoba law or statute.

THIS AGREEMENT 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.

**Owner of Mare (listed on Registration Certificate)**

**Print Name :** \_\_\_\_\_

**Mailing address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Signature of Mare Owner or authorized party.**

**X** \_\_\_\_\_

FOR ON FARM BRREDING: UPON ARRIVAL, PLEASE HAVE THE FOLLOWING

1. Signed Contract and paid booking fee.
2. Copy of Registration Papers, Front and Back.
3. Worming and Immunization Record.
4. Current negative coggins and EVA.

If your mare and/or foal are insured list the name and telephone number of your agent.

\_\_\_\_\_

## PRE-ARRIVAL INFORMATION

For everyone's protection, all mares must be current on deworming and vaccinations. If deworming and vaccination records are not presented to the Breeding Manager and or/office on or before the mares date of arrival on Ranch, all required wormings and vaccinations will be done immediately.

**Current negative coggins and negative EVA are mandatory.**

1) Current pregnancy status of \_\_\_\_\_

at time of booking.

a) Maiden \_\_\_\_\_

b) Open \_\_\_\_\_

c) Currently in foal to \_\_\_\_\_ Last breeding date. \_\_\_\_\_

d) Year of last foal. \_\_\_\_\_

2) Previous breeding history and /or problems.

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### **Fee Schedule**

"Re-breed" handling and or service fee \$250.00

On site breeding - Mare care \$10.00 per day, On Ranch foaling fee \$250.00

Shipping fees - will be determined depending on location of shipment and will be the exact cost charged.

**Foothills Ranch - Miles and Suzanne Snider**

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