



## BREEDING CONTRACT

### 1. PARTIES.

This Sale Agreement (the "Agreement") is being entered into this day of \_\_\_\_\_  
(the Effective Date) by:

("Stallion Owner")

Name: Louise Masek/Look Ahead Sporthorses

Address: Dundas, ON L9H 7E2 Canada Telephone: 416-571-5665

And ("Mare Owner")

Name: \_\_\_\_\_

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

Breeding to the Hanoverian stallion Beau Balou (Bon Balou X Iroise de Grandry). Stud fee for this stallion is \$1,900 for fresh semen, including 1st collection. Frozen semen is \$700/dose. All fees are subject to HST where applicable (Canadian residents only).

### 2. USE OF SEMEN.

The Mare Owner has contracted to breed the following Mare:

Mare's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Breed & Registration number: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Sire of Dam: \_\_\_\_\_

Mare's Color & Marking: \_\_\_\_\_

Studbook/Registry; the foal will be registered (Please specify): \_\_\_\_\_

o Last Date Foaled (or if currently in-foal): \_\_\_\_\_

A copy of the mare's registration papers, or the mare's Life Number, is due with this contract, and please also includes a picture of your mare.

Mare Owner may not substitute another mare in place of the mare specified above unless Stallion Owner consents in writing. The semen shipment from the above-named stallion is to be used only on the mare named in this contract. If the semen is used on a mare other than the above named in the contract, the full-posted stud fee of the stallion and contract is due immediately.

The Purchaser agrees that no embryo transfers/transplants from the above-named mare, or any other mare, using semen from Beau Balou are to be done without the prior written permission of Louise Masek/Look Ahead Sporthorses.

If the mare fails to conceive during the 2023 season the Purchaser is entitled to a return breeding the following year, provided the mare is not older than 17 years. Please inform Louise Masek/Look Ahead Sporthorses by no later than November 30, 2023 as to whether or not your mare is in foal or not. A vet certificate is required. This report must be sent to Louise Masek/Look Ahead Sporthorses, so that the Live Foal Guarantee and return breeding will be honored. It will be the Purchaser's responsibility to pay the booking fee, new season's collection fee, transportation and deposit fees, if any.

#### **Mare Care:**

Mare Owner warrants that the mare is in sound breeding condition, as determined by a qualified veterinarian. Mare owner agrees that the mare will be bred by a Veterinarian with considerable experience in A.I., and who has access to a veterinary ultrasound machine.

We recommend that the purchaser/mare owners vaccinate the mare for Rhinopneumonitis (Equine Herpes Type 1) at 5,7, and 9 months of pregnancy. The purchaser shall also ensure that the mare is kept in proper condition, and be kept up to date on all worming and all other vaccinations.

We strongly recommend that the above-named mare be checked for pregnancy and ultrasounded by a veterinarian 14-17 days post breeding. The mare should be re-checked between 28-35 days for pregnancy. The purchaser (Mare owner) must inform Look Ahead Sporthorses of the above-named mare's pregnancy status by day 55.

#### **Live Foal Guarantee:**

The LFG only applies to mares not older than 17 years. If the mare, after being checked in foal, and not having twins, aborts or does not produce a live foal that can stand and nurse on its own, and survive 30 days after birth, the Purchaser is entitled to a return breeding in the following year (2024). It will be the Purchaser's responsibility to pay the booking fee, collection, transportation and deposit fees. A veterinary certificate is required within five (5) days from the date of death and/or examination. Otherwise the LFG is Null and void.

It is agreed that should the stallion be sold, die or be unable to produce viable semen, Louise Masek/Look Ahead Sporthorses will substitute one dose of frozen semen from Beau Balou, if available. This contract expires September 30, 2023.

### **3. FEES:**

The Mare Owner agrees to pay the sum of \$ 1,900 + GST where applicable, for the dose of semen, upon signing the contract. The Collection Fee of \$325 + HST is included for 1st collection. All subsequent shipments of semen from the same Stallion ( if the Mare does not settle) shall be billed at \$325 + HST (collection fee) as well as the disposable box fee (\$45) and airport fee (for counter-to-counter orders), if required (\$125). The collection fee may be subject to increase in subsequent years.

### **Options:**

- a) This contract is for a one-time fee of \$700 +HST for one dose of frozen semen. Fee is payable prior to September 30, 2023: \_\_\_\_\_

Buyer will pick up frozen semen, or arrange to have it shipped from Plante Veterinary Services at their expense.

If the collection must be done by another veterinarian clinic, either due to the stallion's show schedule, or another reason, the mare owner will be billed at the veterinarian clinic's rate. This contract is good for 2 (two) years once purchased for the mare indicated above. Shipping is overnight via FedEx and Mare Owner is to set up a Fed Ex account (done online) to be billed directly for actual shipping cost.

FedEx Account No.:\_\_\_\_\_

Payment methods are cash/cheque/etransfer/PayPal (PayPal has a 4% fee added)

### **4. TIMING OF SHIPMENT.**

The Stallion Owner requires notification by 5PM, EST, the day before that your mare is due to require a collection. This will be necessary in order to schedule collection time. For semen shipments placed after 5:00 PM EST, we will try to fulfill them, but cannot guarantee them, and they may be subject to a rush order fee. Semen orders will be filled in the order in which they are received. Our standard semen shipment includes 2 doses, on busy peak days or, on late orders, one dose of semen may be shipped.

Semen is planned to be collected Monday-Friday as possible March 1 - August 15, 2023. If the Purchaser requires semen before or after our normal season, please contact Louise Masek. Weekend collections may be possible, but at a \$125 surcharge to the mare owner. Please note that Federal Express does not do pickups on Saturdays or Sunday.

We will try to accommodate mare owners whenever possible. If the shipment is to be sent counter to counter (if possible), charges will be COD plus \$125.00 courier fee to the airport.

Purchaser understands that the stallion may be competing away from the farm during the breeding season and will not always be available for collection. It is the Purchaser's responsibility to contact the farm for dates the stallion will be available for collection. Look Ahead Stables will make every attempt to communicate the schedules to the Purchasers well in advance.

The Mare Owner requests that the cooled/frozen semen shall be shipped to the following address: \_\_\_\_\_

Mare Owner assumes all risk of loss or damage to the shipped semen. Stallion Owner's only obligation is to collect the semen and ship it to the designated address as set forth above.

This semen must be administered by a licensed veterinarian or by a breeding technician on the day of delivery, or the LFG and the contractual obligations may not apply.

#### **5. PAYMENT.**

No cooled or frozen semen shall be shipped until full payment is made in advance.

#### **6. TERMS AND CONDITIONS OF ARTIFICIAL INSEMINATION.**

The Mare Owner agrees that the artificial insemination or breeding must be done under supervision of an approved veterinarian or equine reproductive specialist and the Mare shall be examined by ultrasound to assess breeding status.

Mare Owner represents that the approximate date the Mare is expected to be bred is

#### **7. BREEDING CERTIFICATE.**

A breeder's certificate shall be issued upon notification of the birth of the Foal provided all accounts have been paid in full by the Mare Owner.

#### **8. WAIVER OF LIABILITY AND ASSUMPTION OF RISK.**

Limitation of liability and assumption of risk. Mare Owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare. Furthermore, even though mare may become pregnant, the mare may not give birth or the mare's foal may be stillborn, have defects or become ill, injured or die.

The Purchaser assumes all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whatever by death, disease, injury, infection or otherwise, and by any cause whatever, including inappropriate, untimely, or negligent insemination or failure of insemination and therefore releases, discharges, indemnifies and hold harmless Louise Masek, Look Ahead Sporthorses, and its owners, employees and agents from any and all damages associated therewith.

The terms "Stallion Owner" and "Mare Owner" shall be construed to mean, when required by the context, the directors, officers, members, employees, invitees, servants and agents of Stallion Owner or Mare Owner.

**Execution and Delivery:** This Agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

8.1. Relationship of Parties. This Agreement does not create the relationship of principal and agent, a partnership or joint venture.

8.2. WFFS (Warmblood Fragile Foal Syndrome)

Stallion Owner warrants that, based on gene testing conducted by Animal Genetics Labs, Beau Balou is NOT a WFFS carrier.

**9. EVA**

Stallion Owner warrants Beau Balou is EVA negative

**10. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

**11. COUNTERPARTS.**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

**Mare Owner:**

Signed: \_\_\_\_\_ Name: (printed) \_\_\_\_\_

**Stallion Owner:**

Signed: \_\_\_\_\_ Name: Louise Masek