

## **BREEDING AGREEMENT**

Mare Owner:	Breeder:
Name:	Name: Amanda Cullen
Address:	Address: 15530 Bathurst Street King City, ON L7B 1K5
Ph No:	Ph No:

This Breeding Agreement ("Agreement") is entered into by \_\_\_\_\_ as Mare Owner ("Mare Owner") and Amanda Cullen as Breeder ("Breeder"), is subject to the terms and conditions set out below and is solely for the purpose of breeding the Stallion identified below ("Stallion") to the Mare Owner's mare identified below ("Mare"), with the intent of producing one Live Foal, defined as a foal that stands, nurses and survives the first 48 hours after birth.

The Parties agree as follows:

**1. The Mare Owner and the Breeder are identified as follows:**

<b>Mare Owner:</b>	<b>Breeder:</b>
Name:	Name: Amanda Cullen
Address:	Address: 15530 Bathurst Street King City, ON L7B 1K5
Ph No:	Ph No: (416) 931-3876
Email:	Email: acullen@hotmail.ca

**2. The Stallion Information is as follows:**

Stallion's Registered Name:	Rash R
Breed/Registration Number:	Holst/21 0402498

**3. The Mare Information is as follows:**

Mare's Registered Name:
Breed/Registration Number:

**4. The Mare Owner hereby agrees to breed the Mare to the Stallion during the 2016 Breeding season commencing April 1, 2016. The Mare Owner shall pay a Booking Fee of \$300.00 concurrently with the execution of this Agreement. The balance of the Stud Fees for the semen, in the amount of \$1,500.00 shall be due and payable, in full, prior to shipment of the semen to the Mare Owner at the address set out**

above. All semen collection, processing, packaging and shipment fees are the responsibility of the Mare Owner and are payable immediately upon invoice. The semen collection shall be done by Iron Horse Equine. All payments shall be by cash, certified cheque or e-transfer payment.

**5.** The Mare Owner hereby acknowledges that the Mare Owner has no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this Agreement is to be by artificial insemination with fresh cooled semen from the Stallion. Semen is shipped in specialized containers which shall at all times remain the property of the Iron Horse Equine and the shipping container must be returned to Iron Horse Equine in good condition within the time frame listed on the container and by the method specified in the container documents. Any loss or damage to the shipping container is the responsibility of the Mare Owner and the Mare Owner will be charged and pay for such loss or damage by cheque or credit card. The Mare Owner acknowledges that fresh cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement or to re-bred the Mare once a live foal has been produced. The Mare Owner assumes the risk of missed breeding opportunities due to problems with the timing of the Mare's ovulation, the Mare's fertility, and the shipping or handling of the semen after it leaves the Breeder's premises. The Mare Owner acknowledges and agrees to assume the risk of loss or damage to the shipped semen and further acknowledges that the Breeder's sole obligation is to collect the semen and have the semen shipped to the Mare Owner's address or such other address as may be in writing provided to the Breeder by the Mare Owner.

**6.** Upon payment of the Booking Fee, Stud Fee and the shipping charges, the Mare Owner will be entitled to a shipment of semen from the Stallion during the Breeder's 2016 breeding season until the Mare conceives and sustains a pregnancy. Should the Mare not deliver a live foal that can stand, nurse and survive the first 48 hours after birth, the Stud Fee shall be carried forward for a second breeding season, in 2017. The Mare Owner shall be responsible for and pay for the subsequent semen collection, processing, packaging and shipment fees related to the second breeding season, if applicable. The Stud fee shall be carried forward on one breeding season, if applicable as set out above, and thereafter this Agreement shall be deemed fulfilled even the Mare still fails to conceive or deliver a live foal in the subsequent breeding season. Once a live foal has been delivered, and the said foal stands, nurses and survives the first 48 hours after birth, this Agreement shall be deemed to have been fulfilled in its entirety by the Breeder.

**7.** The parties agree that if the Stud should die, or otherwise become unfit for service PRIOR to the second breeding as referred to in clause 6 above, if applicable, the Mare Owner shall be not be entitled to any refund of Stud Fee and this Agreement shall be at an end, become null and void and of no further effect.

**8.** The parties acknowledge that not all Breed Registries yet recognize the use of frozen and/or fresh cooled semen for the purpose of registering the resulting offspring, it is the Mare Owner's sole responsibility to inquire with whatever Registry may be utilized in registering any foal resulting from the execution of this Agreement as to the recognition of these procedures. The Breeder shall not be held responsible for any issues regarding the registration of any foal which is the sole responsibility of the Mare Owner. Any Breed Registration fees that may be payable are the sole responsibility of the Mare Owner.

**9.** The Mare Owner agrees to provide the Breeder at least 24 hours advance notice for semen collection and shipments and acknowledges that at least 36 or more hours are required prior to the time that the Mare Owner is able to inseminate the Mare. The Breeder will try to honour any short notice request but only at her sole and unfettered discretion.

10. The Mare Owner agrees that the artificial insemination shall be performed by a licensed veterinarian or equine reproductive specialist with expertise in equine artificial insemination at the sole cost and expense of the Mare Owner. The Mare Owner is solely responsible for having their retained veterinarian or equine reproductive specialist complete, sign and return a Certificate of Insemination and Pregnancy Examination to the Breeder at the conclusion of the 2016 (and 2017, if applicable) breeding season. The Mare Owner agrees to notify the Breeder in advance in the event that they want the semen shipped to any address other than that of the Mare Owner set out in Clause 1 above, including shipping the semen to the Mare Owner's designated veterinarian or equine reproductive specialist.

11. The Mare Owner assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period, including without limitation, all veterinary, equine reproductive specialist, and other additional costs of breeding the Mare. The Mare Owner further assumes all risk of loss or damage to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Mare Owner acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against and to indemnify, release and hold harmless, the Breeder, her agents, employees and assigns, from any and all claims, demands, damages, actions, suits, solicitor's fees and costs, obligations or liabilities of any kind that are in any way related to the Mare or to the breeding or insemination of the Mare.

12. This Agreement constitutes the entire Agreement between the parties. Any modifications, changes or amendments must be in writing and signed by both parties to this Agreement. No oral modifications will be considered part of this Agreement unless reduced to writing and signed by both parties. The Mare Owner may not assign this Agreement or any interest therein without the prior written consent of the Breeder. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada and the courts of the Province of Ontario shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the horse breeding industry. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed as one and the same instrument.

13. Any change of contact information notice by either party to the other shall be forwarded by email as set out in clause 1, to the other party within seven (7) days of such change.

WITNESS our hands and seals this                      day of    , 2016.

SIGNED, SEALED AND DELIVERED

in the presence of:

\_\_\_\_\_

- Mare Owner

\_\_\_\_\_

Amanda Cullen - Breeder