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Painted River Ranch

C/O Laura Martin
Box 26098, Lawson Heights,
Saskatoon, Saskatchewan,
Canada. S7K 8C1
Email: lhmartin@sasktel.net
Phone: 306 893 8183

Standing at Veterinary Medical Center
Western College of Veterinary Medicine
C/O Claire Card, DVM – 306 966 7178
University of Saskatoon,
#52 Campus Drive,
Saskatoon, Saskatchewan . S7N 5B4
Website: usask.ca/vmc/large-animal/horses/reproduction.php
Email: vmcorrespondence@usask.ca

SHIPPED SEMEN & "ON SITE" BREEDING CONTRACT

PISTOL PACKIN FREKLES,

2002 APHA Bay Homozygous Tobiano Stallion

This Contract for Shipped Semen or "on site breeding" is made and entered into this _____ day of _____, 201__, by and between _____, ("Mare Owner") & Laura Martin ("Breeder").

Breeder agrees to ship Cooled Semen or "on site" breeding from Pistol Packin Frekles, 2002 APHA Bay Tobiano Stallion, APHA Registration No. 676140 (the "Stallion"), for Artificial Insemination or "on site" breeding of the Mare _____
Registration No. _____ (the "Mare"), subject to the following terms and conditions:

BREEDING & BOOKING FEES

- **The Breeding Fee for Stallion is \$_____.**
- **A \$200.00 booking fee is required with a signed contract.**
- **Breeding fee is required at time of booking.**
- **If we fail to settle the above mare – Breeding fees are refunded in full**
- **Booking Fee serves as a non-refundable deposit.**
- **It is recommended to have a breeding soundness exam on your mare prior to booking, and to include it with the contract, booking and breeding fees.**
- **A copy of the mares registration papers must accompany contract agreement**

Other fees/expenses incurred in connection with the shipment of Cooled Semen and "on site" breeding is set forth below,

Breeding fee & booking fee must be paid in full to Laura Martin prior to shipment of semen or collection for on-site breeding,

You have 2 options available to breed your mare. All services other than breeding fee are payable to W.C.V.M., and require a 50% deposit prior to services being rendered. Please contact Dr. Claire Card at W.C.V.M. for service details, 306 966 7178

Shipped Semen includes semen collection, semen analysis prior to shipping, APHA paperwork, packaging and shipping container. **The costs of collecting and shipping need to be confirmed with WCVM prior to shipment.** Each additional shipment is extra. Fees to ship semen, semen evaluation upon arrival, ultrasound and A.I. are mare owner's expense. How and who you wish to ship your semen can be arranged with Dr. Claire Card, 306 966 7178, she can also advise you on the options and costs involved in shipping. **It is**

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advisable to discuss insemination services and fees with **your** veterinarian and include them in your breeding budget.

Please explore all your options and consider all costs prior to sending a completed contract and booking fee. Please have a breeding soundness exam completed on your mare prior to booking – to determine if she is sound to breed. It is recommended to consider the cost of additional shipping, ultrasounds and A.I'ing fees should your mare not conceive on the first insemination, and allow enough time in your breeding season to get your mare settled, should she not conceive on first breeding.

On site breeding for your mare at WCVM -\$450.00. Complete mare packages include pre & post breeding ultrasounds, artificial insemination and 1st pregnancy exam – packages start at \$400.00. Package does not include board at the college, call fees, medication, uterine flushes etc.) Please contact Dr. Claire Card for details on the mare packages available – 306 966 7178.

SHIPPING DATES/BREEDING DATES BEGIN – 1. April – July 30, 201__

ESTIMATED DATE WHEN FIRST SHIPMENT IS REQUIRED_____

1. Additional shipments must pre-paid. Additional shipments must be guaranteed with a credit card to W.C.V.M. by filling out and signing the credit card information section of this contract. Additional shipments will not be charged, to the card, unless and until ordered.

If a check is used to pay for collection, shipping and container fee, it must be received at W.C.V.M. 10 days prior to shipment. Cashier or Certified Checks & e-transfers will receive immediate shipment.

2. **Breeding & Booking Fees are payable to Laura Martin and can be done by etransfer to lhmartin@sasktel.net**

REQUIRED BREEDING DOCUMENTATION

3. The following documentation shall be delivered to Breeder at the time this Contract is executed:

- a. A copy of Mare's Registration papers
- b. A breeding soundness exam signed by a licensed veterinarian

COLLECTION OF SEMEN

4. Collection/Shipping days for Cooled Semen shall be arranged with stallion owner and Dr. Claire Card at W.C.V.M.

5. **Semen may be requested at any time; however, it is advisable to give notice 5 days in advance so I can make arrangements to get stallion hauled in and collected for prompt shipment. Failing to give advance notice MAY affect our ability to ship promptly.**

6. **All requests for Semen must be made approx. 5 days before collection and are subject to having a finalized breeding agreement (paperwork) in place and all required fees having been paid in full.**

7. **Cancellations for shipments must be made by 9:00 AM: cancellations made after that may incur a \$150.00 service fee.**

SHIPMENT OF SEMEN

8. Breeder reserves the right to approve ALL locations where Semen will be shipped and will ONLY ship to those locations where Cooled Semen will be handled properly.

9. Semen can be shipped Federal Express (US) or Fed Ex priority or WestJet overnight and same day delivery depending when collection is co-ordinated. WCVm can & will be able to advise the best shipment option for you, in your area with an estimated cost of shipping. It is advisable to speak with the shipping company you are going to use to confirm what is needed. Certain types of Federal Express service are not available in some areas. It is the Mare Owner's responsibility to contact Federal Express or shipping company to learn of any delivery limitations in his/her area and to notify us of how the shipment can reach him/her the next day. Any additional charges/fees for alternative shipping will be billed to Mare owner.

9. If the Mare Owner wishes to be advised of shipment tracking information, the Mare Owner shall notify W.C.V.M of that request, at their expense.

10.No warranty, express or implied, shall accompany the Cooled Semen transferred under the terms of this Agreement. Even though Breeder will make every attempt to get Cooled Semen to your Mare timely and in good condition, Mare Owner acknowledges that Breeder cannot guarantee delivery within a certain time period, nor that the Cooled Semen will safely reach the insemination destination without losing some of its integrity, quality or characteristics.

COOLED SEMEN HANDLING

11.Mare must be inseminated within 48 hours after collection of the Semen by a licensed veterinarian. Please note that calculation of the 48 hours begins with the time of collection, NOT the time of receipt/delivery of the Semen at the insemination destination.

12.The semen shipped must be used for the Mare designated in this Contract ONLY and may not be used to inseminate any other mares.

LIVE FOAL GUARANTEE

13.Mare owner must furnish a veterinary certificate confirming that Mare is or is not in foal as a result of the Cooled Semen insemination within 60 days post breeding. Failure to notify Breeder within 60 days will void the Live Foal Guarantee.

14.Live Foal shall be defined as *a foal that shall stand and nurse without assistance and survive the first 24 hours*. If the Mare aborts the foal, the foal is stillborn, the foal does not survive longer than 24 hours, a return season will be guaranteed for the following year, only, provided proper notification is given to Breeder. A veterinarian's breeding soundness certificate, including uterine culture shall be provided prior to the next breeding season.

15.Proper notification shall be defined as written certification by a licensed veterinarian within seven (7) days from the date Mare is proved not to be in foal or loses her foal as set forth above and Mare Owner must certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Foal Guarantee.

16.The Live Foal Guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.

17.Booster rhino pneumonitis vaccinations must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee.

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18. Mare Owner understands and agrees that neither Breeder nor Breeding Facility shall be held liable for the loss, abortion or death of said foal.

COLOR GUARANTEE

19. Breeder guarantees that the foal shall have enough color to be registered in the APHA Regular Registry in accordance with the APHA color requirements. If, under APHA color requirements the breeding results in a breeding stock foal, Mare Owner will be entitled to a return privilege with the same Mare, or an approved substitute, the following season only.

REGISTRATION APPLICATION

20. The Registration Application shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after payment of all bills due on said Mare have been received. Requests may be made in writing or by phone.

MISCELLANEOUS

21. The breeding season in force for this Contract shall begin April 1, will suspend between July 1 and July 30 and will close July 30. of the year covered by this Contract. (No booking after July 1).

22. This Contract shall not be transferable by Mare Owner without the prior written consent of Breeder.

23. This Contract is entered, and shall be interpreted and enforced under, the laws of the Province of Saskatchewan. Any legal action must be brought in Saskatoon, Saskatchewan. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all reasonable attorneys' fees, costs of suit and other expenses reasonably related to enforcing this Agreement.

24. This contract represents the entire agreement between the Mare Owner and the Breeder. No other agreements or promises, verbal or implied are included, any amendments to or modifications of the terms of this agreement, must be in writing. Each party should individually initial additional comments. If no additional comments, initial here (_____) Mare Owner, (_____) Breeder

REGISTRATION APPLICATION

25. The Registration Application shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after payment of all bills due on said Mare have been received. Requests may be made in writing or by phone.

AGREED: BREEDER:

Laura Martin
B o x 26098, Lawson Heights
Saskatoon, Saskatchewan,
CANADA. S7K 8C1
Telephone: 306 893 8183
E-Mail: lhmartin@sasktel.net

By: _____
Date: _____

AGREED: MARE OWNER:

Please Print Name, Address,
Telephone Number of Mare Owner:

By: _____

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Signature of Mare Owner

Date: _____

THE FOLLOWING INFORMATION MUST BE COMPLETED AND FURNISHED TO BREEDER AT THE TIME THE CONTRACT IS SUBMITTED

A. Mare Information

Mare's Name _____ Registration

Owners Name (as appears on papers):

Breed: APHA AQHA TB Other _____ Pattern: Solid, Tobiano, Overo,

Alternate Mare is (please circle one): Maiden Open In Foal, if so, last breeding date _____

Estimated date when first semen shipment is required _____

B. Mare Owner veterinarians Information to ship semen to:

Veterinarian's Name _____

Address _____

City _____ State/Prov. _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact _____

Emergency Number _____

PAYMENT INFORMATION FOR BOOKING & BREEDING FEE

I accept check, e-transfer, certified check for payment of the Breeding & Booking Fee

PAYMENT INFORMATION FOR SEMEN COLLECTION, SHIPPING, CONTAINER

Certified check for Collecting, shipping & container fee (\$300.00) to Western college of Veterinary Medicine

Please furnish the following information if you wish to pay with your credit card. Charge to () Visa () MasterCard () Certified check

Card Number: _____ - _____ - _____

_____ Authorization Code: _____

Name on Card (Please Print):__ Expiration Date:

Card Holder's Signature: _____

Date: _____ Collection, Shipping and Container Fee

ADDITIONAL SHIPMENTS

I authorize that additional shipments may be charged to the credit card, listed above, when verbally ordered by me or my agent(s).

Card Holder's Signature: _____

Date: _____

