

JMR FARMS

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Shipped Semen Breeding Contract

1. This breeding agreement is made and entered in to on this _____(Day, Month, Year) hereafter the “effective date” between JMR Farms stallion owner (Medea Rietvelt) at the above information and the mare owner/s

Name: _____(herein referred to as mare owner/s) at

mailing address _____

(city/province/PC) _____

RES: _____ Cell: _____ WORK: _____

2. BREEDING PRIVILEGE

2.1. The mare Owner has contracted _____ service(s) to the following stallion:

Stallion Name: _____ Breed: _____

Registration Number: _____ Color: _____ (hereafter “Stallion”) for the following

For the following mare/s:

Mare#1 Name: _____ Breed: _____

Registration Number: _____ Color : _____ (hereafter “the mare”)

Projected Breeding date: _____

on terms and Conditions set forth herein for the _____ (year) breeding season.

With the signing of this contract, the mare owner/s acknowledges that they have read this contract in its entirety and agree to abide by all stipulations contained herein.

3. BOOKING STALLION SERVICES and BOARDING FEES

- 3.1. The non-refundable **Booking Fee** is \$ 100 and shall reserve breeding services to the stallion for the stated breeding season and is payable concurrently with the execution of this agreement.
- 3.2. The **Stallion Service Fee** shall be \$ _____ (this includes the booking fee) for each service and shall be paid upon receipt of invoice and must be paid prior to the first collection.

COLLECTION FEE: \$ _____ will be charged per collection this includes shipping container. The mare owner/s will be responsible for all FEDEX or UPS charges. These fees are to be paid directly to the collection agency managing the stallion before semen is collected and shipped. Request for semen should be made to Medea Rietvelt (stallion owner) at least 48 hours prior to collection. Semen will be collected Monday to Friday.

The mare owner/s grants permission to use the Mare owner/s credit card:

Circle one **M/C Visa** # _____

Exp date: _____

Name on card: _____

This is exclusively for collection and shipping charges by the collection agency. Information about agency at bottom of contract.

4. MARE'S CONDITION AND OWNERSHIP

- 4.1 Mare Owner represents and warrants that the Mare Owner is the lawful and registered owner of the mare and foal, if any, and shall provide the stallion Owner with a complete copy of Mare's registration papers.
- 4.2. Mare Owners represents and warrants that he/she/ it has the authority to enter into this agreement.

6. SUBSTITUTION OR ASSIGNMENT

- 6.1. Assignment. Neither party may assign or transfer this agreement without the prior written consent of the other party.
- 6.2. Substitution in the event of the stallion's death, injury or illness. In the event stallion becomes unavailable for breeding due to stallion's death, injury, illness or infertility, then the stallion owner shall notify Mare Owner and mare owner shall have the option of (1) cancelling this agreement and stallion owner will refund the stallion service fee but not the booking fee; (2) Mare owner may request breeding to another stallion owned by Stallion Owner as agreed upon by both the stallion owner and mare owner.

JMR Farms endeavors to accommodate the breeding schedule of the mare owner, but cannot guarantee the availability of a particular stallion on the specific day due to the demand of the stallion and the showing season.

7. LIVE FOAL GUARANTEE

7.1. Stallion Owner guarantees one "Live Foal" during the breeding season. The term live foal shall mean a foal that will stand and nurse without assistance. In the event that the mare does not deliver a live foal during the breeding season, then the mare owner shall be entitled to in additional re-breed to the same stallion subject to the provisions of this agreement at any time within a one year period from last date of breeding said mare and collection and shipping cost still apply. Stallion owner shall have no further liability hereunder for servicing said mare.

7.2. The Live Foal guarantee however shall be void and the stallion owner released from all liability or obligation on the event that: a) the mare is sold by the mare owner prior to foaling unless stallion owner agrees in writing to continue the live foal guarantee; b) stallion becomes unavailable for breeding as set forth on paragraph 6.2.; C)mare owner breaches any representations or warranties as set forth on this agreement; D) Mare's failure to give birth to a live foal is due to the actions or inactions of the Mare Owner; E) the booster rhinopneumonitis vaccinations are not administered by the mare owner as the mare progresses through pregnancy; F) the mare owner does not provide Proper Notification to Stallion owner within one week of the date the mare aborts her foal or delivers a stillborn foal. "Proper Notification" shall be defined as written certification by a licensed veterinarian within one week of the date the mare aborts or produces a non-viable foal along with the mare owner's certification that the abortion or death did not result from any act or omission of the mare owner.

7.3. Breeder's Certificate. A breeder's certificate will be issued to the mare owner after all fees and expenses have been paid in full Stallion owner will not be responsible for registration fees for the foal.

NOTE: Semen is shipped with the understanding that it is to be used solely to breed the mare named in this contract, and no other. Any attempts to use portions of semen shipped to mare owner/s to breed any mare other than that designed mare named in the contract shall automatically terminate all obligations of the stallion owner and JMR Farm, including but not limited to any live foal guarantee, rights to additional semen, rebreeding rights, including the original intended foal. All of the mare owner/s rights provided by this breeding contract/agreement shall be forfeited and the mare owner/s shall be liable for the amount up to the cost of breeding for every unapproved mare inseminated weather a foal is produced or not, and legal relief will be sought by the stallion owner for all violations. Also, the stallion owner, JMR Farm, any veterinarians or breeding tech assisting with the collection, evaluation, or shipping of semen guarantee the conception rate, quality, or productivity to be obtained in connection with the use of its products or recommended techniques.

8. LIMITATION OF LIABILITY; ASSUMPTION OF RISK AND INDEMNITY

8.1. The mare owner/s agrees that the stallion owner have not made and do 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 of inherited traits. STALLION OWNER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. TERMINATION OF THE AGREEMENT

9.1. Mare owner shall have the right to terminate this agreement for any reason whatsoever upon providing 7 (days) prior written notice to stallion owner.

9.2. Stallion owner may terminate this agreement in the event that stallion owner determines in his/her/it sole discretion that mare owner (1) materially breached the agreement; (2) made material misrepresentations or (3) the stallion is unavailable for breeding and no substitute stallion is agreed on by the parties pursuant to paragraph 6.2. The Termination shall occur upon 7 (days) written notice to the mare owner.

9.3. Upon termination, the mare and foal, if it belongs to mare owner, shall be properly removed by mare owner together with any and all personal property within 3 days of Notice provided that mare owner has paid all fees and charges owed to stallion owner. The stallion service fee shall be refunded less any additional expenses incurred prior to the notice of termination.

SIGNED AND AGREED TO THIS _____ DAY OF _____, 200__
BY MARE OWNER/S:

SIGNED AND AGREED TO THIS _____ DAY OF _____, 200__
BY STALLION OWNER/S:

Received and reviewed this _____ day of _____, 20__ by

Medea Rietvelt (stallion owner) of JMR Farm

Purchaser/s: when complete fax to (905)722-8307. When fees are paid and all parties have signed, your copy will be mailed to you or faxed to a number that you supplied. Payment for booking and stud fee can be made out to Medea Rietvelt. Shipping, collection, and disposable container are to be paid to the collection agency.

**Collection Agency
AE Breeding
19619 McCowan Rd
Mt. Albert, Ontario
(905)473-9705
1-800-249-6714
www.aebreedingfarm.com**