

BLACK DIAMOND SPORT HORSES
Breeding Contract for 2010 Hanoverian Hajo

This agreement is made for the breeding season of 2010 by and between Julie Malet-Veale of Black Diamond Sport Horses,

(Hereinafter "The Stallion Owner") and _____
(hereinafter "The Mare Owner"), for

_____ (mare) and the stallion, **HAJO Black Reg. Hanoverian.**

Mare is expected to be bred around _____ day of _____ (month).

This agreement of 'payment' is not binding in respects, during the months of the Breeding Season, for Early Booking and Special arrangements that are otherwise advertised.

1.) The Mare Owner hereby agrees to purchase cooled semen at the following breeding fee (incl. GST): \$1200.00. This fee includes the \$300.00 deposit which is to be paid at time of booking. The cost of the first collection will be included in the breeding fee. All other costs, such as shipping, handling and deposit of the container will not be included.

2.) Semen will be shipped by owner of the Stallion, Julie Malet-Veale or qualified equine assistant. Advance notice must be given to ensure shipment arrives within the allotted time necessary.

Mare Owner must contact the Stallion Owner **at least one week** prior to expected date for the shipment of fresh semen. Request for semen shipment needs to be made **by 5p.m. And faxed with the Farm's "Semen Request Form" the day BEFORE semen is Collected and shipped.** Semen will be shipped by Fed Ex and or by Dan Foss & delivered the following day by 5:00 p.m. . . . If same day service by **AIR** is required, the semen will be shipped "C.O.D. This must be noted in the request semen form when faxed.

We may not always be available to take semen to airport. We are shipping one dose of semen. If more requests for semen are being received then semen can be shipped, requests will be filled in order they are received.

3.) Mare Owner warrants that said Mare is in sound breeding condition as determined by a qualified veterinarian. For mares being bred to **Hajo** a veterinary certificate and current uterine culture taken when the mare is in heat and submitted to a recognized laboratory showing the mare to be in sound breeding condition and free of infection is a Condition of the repeat breeding service privileges. Certificate will have to be submitted to stallion owner **before repeat** Shipment of semen is being requested. Mare Owner agrees that Mare will be bred by Veterinarian with considerable Experience in artificial equine reproduction that has access to a veterinary ultrasound machine.

4.) Should Mare fail to be in foal after initial insemination, Stallion Owner agrees to ship cooled semen for a repeat service **AFTER** receipt of i) signed veterinarian certificate confirming that mare is not in foal and ii) payment to cover collection and shipping fees.

For *Hajo* we ship a maximum of three times (**includes Initial shipment**) and the cost for each shipment will be added.

Should mare fail to be in foal after third shipment, owners of mare will be given the opportunity to breed to another mare of their choice for breeding fee of \$750.00 plus collection, shipping and handling fees? Or mare under this contract will be entitled to return breeding privileges for ONE season following the initial breeding at this price. The contract will then not transferable to another mare.

5.) Mare Owner acknowledges that *Hajo* may be showing and that collections may not be possible when required otherwise, **Stallion Owner will make every reasonable effort to provide semen when required**. The more notice we receive the easier it is for us to arrange for collection when stallion is showing, and be as available as possible.

6.) Should the stallion die, become unfit for service or be sold, to fulfill this contract, you will be refunded your deposit and or full fee, whichever is the greater.

7.) Both parties acknowledge that there is a live foal guarantee for all mares NOT OLDER than 15 years of age. Unless Vet certifies health of mare and a private agreement is made between stallion owner and mare owner.

Onus is on mare owner to submit proof of age (valid registration papers or signed document from Veterinarian stating age). There is NO live foal guarantee for mares' older than 15 years during year of breeding contract or for semen used to flush embryos and the repeat service is limited to a total of three shipments to which costs of shipping will apply.

For live foal guarantee to be valid, the following conditions must be met:

- a) A licensed veterinarian must examine the Mare and advise Stallion Owner in writing of the mare's pregnancy status Within 50 days after the last insemination date. If this notification is not provided, the live foal guarantee and return breeding privileges of this contract becomes null and void.
 - b) Should the mare not produce a live foal (i.e. a newborn foal that stands and nurses), the mare owner is entitled to a return breeding. **This guarantee shall only apply if the stallion owner is notified in writing within 72 hours of the foal's death**. A statement of details by a licensed veterinarian must follow within 10 days or the guarantee becomes null and void. This clause is also binding in case of abortion. If the mare reabsorbs her pregnancy, we need written Verification of this fact from your veterinarian.
- 8.) This agreement is binding upon the parties herein and reflects the entirety of their agreement.

Mare Owner - Signature Date Stallion Owner/Agent - Signature & Date

Mare Owner's Name and Address:

Name: _____ Telephone: _____

Street Address:

City: _____ Province: _____ Postal Code: _____

E-mail address: _____

Information about the Mare: Please attach copy of mare's registration papers if available

Name of Mare _____ Year born: _____

Registration No. _____ Breed Association _____

Sire: _____ Sire of Mare: _____

Mare is currently: _____ barren; _____ maiden mare or expected date of foaling: _____

Please note that we can only include mares in our annual breeding report for which we have all the relevant information on

Or before August 31, 2008 - 2009.

Name and address where semen is to be shipped:

Name:

Address:

City: _____ Province: _____ Postal Code: _____

Telephone Number: _____ 2nd Contact Person's name and phone: _____

And if semen needs to be shipped by air, ship to airport in _____

Please indicate if semen will be used to flush embryos: _____ Yes _____ No.

Payment

No Stallion Report for registry of the foal will be filed unless payment in full for Breeding Fees and all other related costs are paid...

Initial Breeding

Payment of Initial breeding by Hajo can be paid by check or by online banking transactions.

Please make your check payable to Black Diamond Sport Horses

Payment for repeat services

Semen will only be shipped if stallion owner has received a check, payment via internet or otherwise agreed upon for collection and Shipping fees of repeat service or payment made to attending Veterinarian and facility where collections are to be shipped from. In the latter case a Visa or Mastercard must be provided.

In the event that the mare owner is able to bring the mare to the collection station a collection fee will not be charged for the first one as it is included in the breeding fee. All other costs will be at their expense. If said mare needs to repeat the insemination process due to failure of pregnancy, the second and third collection and handling fees will be paid in advance or at time of insemination at the Facility where collection will be taken. All the stipulations regarding mare health and veterinary exams and confirmations of the mare's health apply that are outlined in this contract.

Initial by Stallion Owner _____

Initial by Mare Owner _____