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*Breeder of*  
ROYAL DUTCH  
SPORTHORSES

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## Marie Josee Proulx / CanaDream Farm

19380 county road 24, Dunvegan, Ontario, K0C 1J0

(514) 293-3483 [info@canadreamfarm.com](mailto:info@canadreamfarm.com)

### **Breeding contract for fresh chilled semen for American mare owners** **2 years live foal guarantee**

This “**Agreement**” is made effective as of \_\_\_\_\_ by and between Marie - Josee Proulx / Canadream Farm (“**Farm**”) and the breeder (“**Breeder**”) identified below (Section 1) for the 2022 breeding season, for the purpose of breeding to the Stallion identified below (Section 2) to the Breeder’s mare identified below (section 3) with the goal of producing one Live Foal, defines as a foal that stand, nurse and survive the first 48 hours after birth for a term of two (2) years ending September 1<sup>st</sup> 2023 subject to the following terms and conditions.

#### **1. BREEDER:**

Breeder information		
Breeder’s name		
Address		
Phone	(home)	(cell)
	(work)	(fax)
Email		

#### **.2. THE STALLION:**

Stallion information			
Stallion’s name	Zhivago	Breed/Registration #	5280030402032

Initials: \_\_\_\_\_

### 3. THE MARE

Mare information					
Mare's reg. name			Mare's barn name		
Age		Breed		Registration #	
Sire		Dam		Dam's sire	
Mare's breeding status			Planned month of breeding		
Mare's breeding history Years bred, foals produced, any health concerns					
Date of Uterine culture and cytology (unless currently pregnant)					
Will this be an embryo transfer breeding? (circle one)				YES	NO

A breeding soundness exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares prior to breeding. If a mare fails to settle after two breeding cycles, the Breeder will be required to submit a culture and cytology results to Marie Josee Proulx / Canadream Farm prior to any additional shipments of semen.

### 4. SHIPPING

Shipping information		
Name		
Address		
Phone	(work)	(cell)
Email		

Fedex station information for hold for pick up or Saturday delivery ( provide only if necessary)	
Address	

Initials: \_\_\_\_\_

## 5. FEES

### ALL FEES ARE IN CANADIAN FUNDS

2022 Breeding Fee	<b>\$2200 including 1st collection</b>
Discounts available Check if eligible:  <b><u>Maximum of 2 discounts per contract</u></b>	- <b>15%</b> Early booking discount (breeding fee paid prior to January 1st 2022) Or - <b>10%</b> Early booking discount (breeding fee paid prior to March 1st 2022)  - <b>10%</b> Multiple mare discount (must be booked at the same time)  - <b>10%</b> Return breeder discount  - <b>25%</b> "Dream" mares out of our breeding program discount
Breeding Fee due	
Taxes	N/A
<b>Total due</b>	

a) Payment of Fees. The Breeding fee is payable immediately upon signature of this contract.

b) Collection and Shipping Fees. The first Collection fee of \$300 (including disposable container) is included in Breeding Fee. Breeder will be charged \$300 (\$250 + \$50) for every additional collection needed. The collection and disposable container fees will be charged to the Breeder's credit card. The Shipping cost via Federal Express will be charged to the Breeder. A Federal Express account **must** be provided. In the event customer's Fedex account would be declined by Fedex the cost will be applied to the Breeder's credit card (4% service fee will be added).

Breeder's Federal Express account number: \_\_\_\_\_.

c) Methods of payment. The Breeding fee shall be paid in Canadian funds by wire transfer, money order or by credit card (4% service fee will be added to credit card). Total payment must be received before any collection is requested.

d) Credit Card Required: Marie Josee Proulx from Canadream Farm requires that the Breeder provide valid credit card information for the billing, when it applies, of Collection Fee, disposable container fee and Shipping prior to shipment. There will be an additional 4% service fee added to credit card. The Breeders signature on the Credit Card authorization Form that follows this contract is authorization for Marie Josee Proulx / Canadream Farm to charge the credit card for Collection and Shipping Fees as well as for the loss of or damage to the equitainer if equitainer is used for shipping.

Initials: \_\_\_\_\_

## **6. SEMEN COLLECTION AND SHIPMENT REQUEST**

The Farm's receipt of the above Stallion Breeding Fee confirms the Mare's reservation to breed to the stallion for the Present Breeding Season which shall extend from March 1st until August 31st. The Farm is asking for notice on the 1st day of heat. All semen collection and shipment requests must be received by 8am E.T. the day of the requested collection by phone or email. If the semen and collection request is placed by email, Breeder will receive a receipt acknowledgement from the Farm. It is the Breeder's responsibility to ensure Farm has received the semen and collection request.

Breeder understands that Stallion may be unavailable to fill Breeder's request for semen on any given day during the Term. The Farm bears no responsibility for failure to timely fill requests due to the Stallion's unavailability. Accordingly, the Farm will fill Breeder's collection and shipment requests subject to the following conditions:

a) If there is insufficient semen to fill all requests made for a given day, the Farm, in its sole discretion, will determine which requests will be honored first.

b) If the Farm is unable to fulfill a request for collection on the requested date due to the Stallion's unavailability, the Farm will notify the Breeder and will fill the request on the next earliest date it determines is reasonably practicable in its sole discretion or on such other date as the Breeder requests.

Semen provided under this Contract may not be used to breed any mare other than the Mare identified in the Contract or to re-breed the Mare once a Live Foal has been produced.

Semen is typically available Monday through Friday. Semen will be shipped overnight via Federal Express. It is the Breeder's responsibility to verify Federal Express offers 24-hour delivery service to the shipping address provided in this contract. It is the Breeder's responsibility to verify Federal Express offer Saturday deliveries to the shipping address provided in this contract.

Semen will be shipped in non-returnable disposable container. Equitainers are available on request. The equitainer must be returned to the Farm by Federal Express standard overnight the day of last insemination. The Breeder is responsible for shipping cost of returning the equitainer to the Farm.

## **7. PREGNANCY CHECKS**

The Breeder agrees to submit confirmation of the Mare's pregnancy

- Between fourteen (14) and eighteen (18) days post ovulation
- Between thirty (30) and thirty-five (35) days post ovulation

The Farm recommends pregnancy confirmation of Mare between fifty (50) and sixty (60) days post ovulation

Initials: \_\_\_\_\_

## **8. EMBRYO TRANSFER**

There will be no additional charge If Breeder does embryo transfer and recovers two embryos but only one (1) live foal guarantee will apply.

## **9. RETURN OF SERVICE**

Breeder shall not be entitled to a refund of any fees paid. However, the Mare shall have the right of return to the Stallion's service in the following breeding season only in the following circumstances:

If the Mare does not settle during Present Breeding Season, she is eligible for a return of service to the stallion the year following the signature of this contract if the Breeder submits a veterinarian's certificate to that effect. The Breeder recognized the Farm's right to require a negative intrauterine culture certificate and cytology prior to the Mare's return to service.

If the Mare is examined in foal but becomes barren during gestation, she is eligible for return if the Farm receives a veterinarian certificate of barrenness within ten days (10) of the examination.

If the Mare subsequently produces a Live Foal that is unable to stand alone, nurse and survive the first 48 hours after birth, a veterinarian certificate must be provided within five (5) days of the date of death.

If the Mare becomes unfit for breeding or otherwise unbreedable, Breeder may substitute another mare. Breeder must request this change in writing.

## **10. DEATH, UNFITNESS OR SALE OF THE STALLION**

This contract shall be null, and void and the Purchaser shall be entitled to a refund of any amount paid hereunder if the Stallion should die, become permanently unfit for breeding or is sold prior to serving the Mare in the Present Breeding Season. The Breeder shall not be entitled to any refund if the Stallion should die, become permanently unfit for breeding or is sold after semen has been shipped or in any subsequent breeding season but Breeder may:

-substitute another Farm stallion to be the Stallion under this contract or

-get a maximum of two doses of frozen semen if available. Frozen semen will be shipped one dose per cycle for a maximum of two (2) doses.

## **11. NON-ASSIGNMENT**

This contract cannot be assigned or transferred by Breeder. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been served by the Stallion.

Initials: \_\_\_\_\_

## 12. WARRANTY

The Farm is not responsible for lost, delayed or damaged semen and makes no representations of warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. All warranted or merchantability and fitness for purpose are hereby excluded.

## 13. FOR MARES TO BE BRED AT CANADREAM FARM

Breeder agrees that all veterinary, farrier, foaling and other fees are in addition to the Stallion Service Fee, and that all such fees, together with board of \$30 +HST per day (\$35 + HST with foal), will be paid promptly upon invoicing. No Mare will be removed from the Farm unless all fees and costs are paid in full.

The Purchaser hereby gives the Farm permission to act as agent in an emergency if the Purchaser cannot be reached in a timely fashion.

The Purchaser hereby releases the Farm from any responsibility or liability for any disease or accident to the Mare or accompanying foal resulting from any negligence.

## 14. GOVERNING LAW

This contract shall be governed by the laws of the province of Ontario and shall be binding upon the parties hereto and their personal representatives

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

Marie Josee Proulx / Canadream Farm: \_\_\_\_\_

Breeder's name : \_\_\_\_\_

Breeder's signature: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_



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### Credit Card authorization Form

The undersigned card holder hereby authorized Marie Josee Proulx of Canadream Farm to charge the credit card below for collection fee, disposable container fee and shipping fees in connection with the shipment of equine semen, loos or damage to the equitainer or any amounts due to Marie Josee Proulx of Canadream Farm which are outstanding. Or any other amounts due to Marie Josee Proulx from Canadream Farm that I request she directly charged to my credit card.

This authorization shall last until the completion or expiration of any contract into which I have entered with Marie Josee Proulx from Canadream Farm

Visa, Master Card Number: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Verification ID # (3 digits on back of credit card): \_\_\_\_\_

Name of Card Holder as it appears on card: \_\_\_\_\_

Billing address for credit card: \_\_\_\_\_

\_\_\_\_\_

Card holder signature: \_\_\_\_\_

Please initial below if applicable:

Charge my Booking and Services Fees to my credit card at this time \_\_\_\_\_

Or

Booking and Service fees will be paid by e-transfer or cheque \_\_\_\_\_

Please note a 4% service fee will be added to all credit card transactions.