

SIGMA-WARMBLOODS

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STALLION SERVICE CONTRACT

This contract made by and between **SIGMA-WARMBLOODS of VILNA, AB** ("Farm") and _____ ("Purchaser") for breeding of the

mare _____ ("Mare") to the Stallion **GERVANTUS II** ("Stallion") for the Breeding Season 2009 ("Present Breeding Season"); subject to the following terms and conditions:

1. **THE MARE:** The mare to be bred is _____, Color _____
Foaled _____; by _____ out of _____;
By _____; Registration No. _____.

The Purchaser may not substitute another mare without prior written consent of the Farm. Embryo transplants are also prohibited without written permission of the Farm.

2. **FEES:** Purchaser agrees to pay the Farm the following fees:
- a. A non-refundable Booking Fee of **\$ 500.00** at the signing of this contract. This fee is deductible from the Stallion Service Fee.
 - b. A non-refundable Stallion Service Fee of **\$ 2,000.00** (GST included) is payable before Mare is bred or semen is shipped.
 - c. First collection of Semen for first shipment only (all shipping fees and container rental costs are the responsibility of mare owner) or 30 days of Mare care are included in the Stallion Service Fee.
 - d. **Shipment by air:** An additional fee of **\$300.00** (GST included) is required for each additional collection of Semen. This fee must be received by the Farm before the collection date.
 - e. **Shipment by Greyhound:** An additional fee of **\$175.00** (GST included) is required for each additional collection of Semen. This fee must be received by the Farm before the collection date.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.

3. **RESERVATIONS FOR SEMEN (ON THE FARM OR SHIPPED):** The Farm's receipt of the above Stallion Service Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season, which shall extend from May 15 until August 15. **Please Note:** collection days are **Monday, Wednesday and Friday**.
- a. The Purchaser requests the following month for breeding: _____, 2009.
 - b. All Semen orders must be received by noon of the day before the requested collection date.
4. **CONDITIONS:** Stallion service will be provided only to healthy mares in sound breeding condition. In the event the Mare is barren, the Farm requires the submission of a recent **negative intrauterine culture certificate** (within 60 days). In all cases, the Farm requires a recent **negative Coggins Test (live cover only)** and a veterinarian must certify that the Mare's immunizations for **equine rhinopneumonitis** (equine herpes type I) have been kept current.
5. **RETURN OF SERVICE:** Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth in 6 below. However, the Mare shall have the right of return to the Stallion's service only in the following breeding season and only under the following circumstances:
- a. If the Mare does not settle during the Present Breeding Season, she is eligible for return of service to the Stallion if the Purchaser submits a Veterinarian's Certificate to that effect. The Purchaser recognizes the Farm's right to require a negative intrauterine culture certificate before the Mare's return to service.

- b. If the Mare is examined in foal but becomes barren during gestation, she is eligible for return of service if the Farm receives a Veterinary Certificate confirming loss of pregnancy within seven (7) days of the examination.
 - c. If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a Veterinary Certificate must be provided within seven (7) days from the date of death.
 - d. In all cases, the required Veterinary Certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis during pregnancy and the date of such vaccination. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. **The farm's timely receipt (within 7 days of examination) of the required Veterinary Certificates is a condition precedent to any right of return.**
 - e. All rights of return to the Stallion are subject to prepayment of costs as set forth in Section 2, Fees.
6. **REFUNDS OF FEES:** 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 or become unfit for service prior to serving the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die, or become unfit in any subsequent breeding season. No refund is available if Stallion is sold; but Purchaser may breed to another Farm Stallion.
7. **NON-ASSIGNMENT:** This contract cannot be assigned or transferred by Purchaser. 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.
8. **WARRANTY:** The Farm is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.
9. **FOR FARM BOARDERS ONLY:**
- a. Purchaser agrees that all veterinary, farrier, foaling, other fees are in addition to the Stallion Service Fee, and that all such fees will be paid promptly upon invoicing. **Mare care per day is \$ 10.00.** No Mare will be removed from the Farm unless all fees and costs are paid in full.
 - b. The Purchaser hereby gives the Farm permission to act as agent in an emergency situation if the Purchaser cannot be reached in a timely fashion.
 - c. The Purchaser hereby releases the Farm from any responsibility or liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.
10. **GOVERNING LAW:** This contract shall be governed by the laws of the Province of Alberta.
11. This shall be a binding contract when signed and accepted by the Farm. Shall any legal action be required to enforce the terms of this contract; the prevailing party shall be entitled to all reasonable attorney's fees, court costs and expenses, as may be awarded by the court.

I, the undersigned, hereby certify that I have read and understand the terms of this contract and the fees associated with it.

SIGMA WARMBLOODS: _____

PURCHASER: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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