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Stallion Service Contract

This contract is made by and between Darlene York (Country Lane Farm) and _____ for the breeding of the mare _____, to the stallion Westporte for the **current** breeding season, subject to the following terms and conditions:

1. Stallion fee is \$2,000 CDN less any discounts. **All fee's must be paid prior to shipment of semen and are subject to G.S.T. for Canadian Citizens.** Country Lane Farm agrees to provide viable semen.
2. Both parties agree that semen is provided for the mare described in this contract only. Confirmation of insemination and conception of mare must be received by Stallion owner before a signed breeding certificate will be released to mare owner for foal's registration. Embryo transplants are prohibited without prior written permission from the stallion owner.
3. All fee's incurred by Mare Owner/ Lessee for the breeding of this mare are the responsibility of the Mare Owner/ Lessee. **including semen related expenses, shipment expenses, as well as mare or foal expenses incurred. The mare owner must provide a credit card or FedEx number for the cost of the shipment.**
4. Stallion owner must approve all mares. A photo of your mare and registration papers must accompany this stallion service contract, this confirms the mare's reservation to breed to the Stallion for the present breeding season, which shall extend from February 1st until October 31st.
5. Mare Owner/ Lessee understands and accepts that there will be times when the Stallion may not be available for collection during his competition schedule. It's is the Mare owner's responsibility to contact the Farm to determine the dates on which the stallion will not be available.
6. Notice must be given to stallion owner at least 1 week prior to expected date of semen shipment. **All semen orders must be received before 4:00pm Pacific Standard time the 48 hours prior to breeding your mare. Late requests will be honored only if collection is possible.**
7. Mare Owner/Lessee shall not be entitled to a refund of fees paid, however, the mare shall have the right to return to the stallion in the following breeding season unless mare becomes unbreedable and such condition is verified by a certificate of a veterinarian. At that time the Mare Owner/Lessee may substitute another approved mare, a new contract must be signed for the substitute mare.
8. Mare owner warrants that mare is in sound breeding condition. Mare owner agrees that mare will be bred by Veterinarian with considerable experience in artificial insemination and has access to an ultrasound machine.
9. This contract shall be null and void and Mare Owner/Lessee shall be entitled to a full refund of fees paid if the stallion should die or become unfit to breed.
10. Live foal Guarantee: A Live foal is defined as a foal that stands and attempts to nurse. The live foal guarantee is valid until the end of the following year's breeding season.
11. Should the mare fail to be in foal or there is no live foal as a result of the first breeding the stallion owner agrees to ship semen for a repeat service upon the receipt of \$300 CDN for the collection fee.
12. The laws of the Province of British Columbia, Canada shall govern the terms of this agreement.