

THE HUNTSMAN STALLION BREEDING CONTRACT 2024

LIVE FOAL GUARANTEE – FRESH OR FROZEN SEMEN

Stallion: The Huntsman

Stallion Owners: Ron Stolp & Kelly Allen

Standing at: Canoa Farms 11460 Hwy 97C Merritt, BC V1K 1M6

This contract applies to the breeding of the mare known as _____ (the “Mare”), owned by _____ (the “Mare Owner”), and the stallion “The Huntsman” (2004 APHA/PtHA, 7 panel NN, homozygous tobiano) owned by Ron Stolp and Kelly Allen (inclusively referred to as the “Stallion Owner”).

The Mare Owner and the Stallion Owner agree to the following terms and conditions:

1. BREEDING:

- This contract is for one live foal by The Huntsman and only out of the mare stated above.
- The Mare Owner warrants that the Mare is in good health and sound breeding condition.
- The Mare Owner may not substitute another mare or sell this contract without the prior written consent and approval of the Stallion Owner. Approval may be provided for the substitution or resale, but only at the sole discretion of the Stallion Owner.
- All Breeding Fees must be paid in full prior to the first shipment of semen.
- If The Huntsman should die or become unfit prior to breeding the Mare, this contract is nullified and any Breeding Fees paid in advance shall be returned to the Mare Owner within 30 days, there will be no refund of Breeding Fees should the mare have already been bred at least once.

2. BREEDING FEES:

- The 2024 Breeding Fee for The Huntsman is \$950.00.
- A non-refundable deposit of \$350.00 is due at the time of booking, and the remaining \$600.00 is due no later than 7 days prior to the planned breeding date.
- Collection and shipping fees for fresh cooled semen are not included in the Breeding Fee and are payable directly to Winsome Meadows Reproductive Services.
- The Breeding Season runs from March 15, 2024 through July 1, 2024. Alternative dates may be available upon agreement.
- Frozen semen is available at the rates below payable to the Stallion Owner, all handling fees are payable directly to Winsome Meadows Reproductive Services, storage is included at Winsome Meadows Reproductive Services for 30 days from date of purchase, shipping and vapour/dry shipper rental fees are the responsibility of the Mare Owner
 - First two doses - \$150
 - Subsequent doses - \$100 per dose, maximum of two doses to be shipped at a time unless otherwise agreed upon by the Stallion Owner
 - A minimum of one full dose is required to be inseminated within 6 hours of the time of ovulation. More than one dose may be used in a single cycle if a timed insemination approach is to be utilized.
 - Used straws shall be photographed and e-mailed to the Stallion Owner or physically mailed to the Stallion Owner as proof of use within 5 days of the mare being inseminated

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- Unused straws from this contract may be purchased at per dose pricing (minus fees paid to obtain the dose on this contract) or destroyed with all empty straws being photographed and e-mailed to the Stallion Owners, or physically mailed to the Stallion Owners
- Use of semen outside of this contract is strictly prohibited and subject to a fine of \$3000.

3. CONDITION OF THE MARE:

- The Mare Owner agrees that satisfaction of all requirements set out in this section are preconditions of the Stallion Owners' initial and ongoing performance under this Agreement.
- If the Mare Owner fails to perform or provide satisfactory proof any of these requirements, this Agreement will terminate without refund for any fees paid or incurred and the Stallion Owners will have no further obligation under this Agreement.
- The Mare Owner shall complete and provide to the Stallion Owners this contract together with a copy of the mare's registration and the deposit portion of the Breeding Fees.
- After two failed breeding attempts, the Mare Owner will provide proof of breeding soundness of the mare including intrauterine culture and cytology results prior to the Stallion Owner releasing more semen.
- The Mare shall be kept up to date on all veterinary recommended shots and vaccines.
- The Mare Owner agrees to keep the Mare in good physical condition throughout the pregnancy. Specifically, the Mare Owner agrees to have the Mare examined and receive tests and treatment by a veterinarian as needed, and promptly supply the Stallion Owners with documentation, if required as it relates to the in utero foal.
- The Mare Owner agrees to have the Mare ultrasounded to check for pregnancy and to reduce twins if necessary:
 - i. Between 14 and 18 days post ovulation
 - ii. And again between 30 and 45 days to confirm heartbeat if there is a positive pregnancy at the 14-18 day check.
 - iii. Abortion or death of twin foals due to failure to have completed the two required ultrasound checks voids the live foal guarantee agreement of this contract. The contract will be honoured if twins are missed at both ultrasound checks, with proof that the ultrasounds were completed as required by this contract provided to the Stallion Owners.
- The Mare Owner shall ensure the Mare receives 3 Equine Rhinopneumonitis vaccines at 5, 7 and 9 months gestation. The Mare Owner shall provide written documentation, if requested by the Stallion Owners, or if seeking a rebreeding under the live foal guarantee due to abortion or fetal death beyond 5 months gestation.

4. LIVE FOAL GUARANTEE

- The Stallion Owners guarantee that the breeding will result in a live foal that is genetically tobiano.
- A Live Foal is defined as a foal who stands and nurses without assistance for the 24-hour period after birth. In the event the foal fails to survive the 24-Hour period, or the foal is not tobiano the Mare may be rebred to The Huntsman provided that:
 - i. The Mare Owner advises the Stallion Owners within 7 days that the foal has died.
 - ii. In the case of the foal not being tobiano, that a DNA test confirms The Huntsman as the sire.

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- iii. The Huntsman is available and able to breed*.
 - iv. The Mare Owner provides a veterinarian's certificate of death, which shall include the time and date of birth, time and date of death, and cause of death.
 - v. The Mare may be rebred the same or the immediate following breeding season, the Stallion Owner will try to accommodate the Mare as soon as possible, but the Stallion Owner ultimately decide the dates for rebreeding availability.
 - vi. The rebreeding is free of Breeding Fees, but the Mare Owner shall be responsible for any and all collection and veterinary fees, transportation, mare care, ultrasound and other costs associated with the rebreeding.
- The Live Foal Guarantee shall lapse, and the Stallion Owner shall have no further obligation under the terms of this Agreement if:
 - i. The Mare dies before birthing.
 - ii. The Mare is bred by another Stallion during the same Breeding Season.
 - iii. The foal dies from lack of supervision during birth or afterward, or dies from lack of proper facilities or from any negligent act or failure to act on the part of the Mare Owner or anyone standing in place of the Mare Owner.
 - iv. The Mare Owner fails to request semen on the dates offered by the Stallion Owners.
 - v. The Mare Owner fails to provide documentary proof of appropriately administered Rhinopneumonitis vaccinations, if requested by the Stallion Owner.
 - vi. The Mare fails to conceive on the rebreeding, or aborts, or the foal fails to survive the 24-Hour period. This guarantee is intended to provide one rebreeding free of Breeding Fees.
 - Registration of the foal is the Mare Owner's responsibility.
 - The Stallion Owners will provide the documentation necessary for the foal to be registered once all fees are paid to the Stallion Owner and Winsome Meadows Reproductive Services.
 - * - If The Huntsman dies after the Mare has been bred, the Live Foal Guarantee shall become void.

5. MISCELLANEOUS:

- The Stallion Owner bears no liability for any information contained on any website or social media platform that is or may become incorrect, out of date or inconsistent with any terms of this Agreement.
- The Mare Owner agrees that notwithstanding any information to the contrary displayed on any website or social media platform, the parties' rights and obligations are as set out in this Agreement only.
- The forms and various documents that the Mare Owner or the Mare Owner's veterinarian are required to produce are incorporated into and form part of this Agreement.
- The Mare Owner is solely responsible for accurately providing, and acknowledges the Stallion Owner is relying on all information provided by the Mare Owner and the Mare Owner's veterinarian.
- The Mare Owner assumes all responsibility for the care, custody, control, and condition of the Mare and bears all risk of loss or damage to the Mare, whether by death, disease, injury, infection or other cause during the Breeding and afterwards.
- The Mare Owner agrees to indemnify, release, and hold harmless the Stallion Owner from any and all claims, demands, damages, suits, legal fees, obligations or liabilities of any kind, known or unknown, in any way related to or arising from the Mare or the breeding or insemination of the Mare.
- Discounts may be considered for multiple mare breeding, upon request.

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This Agreement shall be governed by the laws of British Columbia, and the parties hereby agree to the Provincial Court of British Columbia having exclusive jurisdiction over all matters or disputes arising out of this Agreement.

By Signing below, I acknowledge that I have read and agree in full to the set out in this Stallion Breeding Contract 2024.

Signature of Mare Owner Date

Kelly Allen Date

Print Name of Mare Owner

Ron Stolp Date

Mare Info:

Mare Name _____

Breed _____ Registration # _____

Age of Mare _____ Maiden Mare Yes ___ No ___ If No, Last Foaling Date _____

Owner Name _____

Address _____

Phone Number _____

Email _____

Clinic and Veterinarian Name _____

Semen Shipping Address _____

Please attach a copy of the mare's registration papers.

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Information For Requesting Semen:

Semen is collected and stored at Winsome Meadows Reproductive Services in Merritt, BC.

Pricing information can be found below or requested via e-mail - winsomemeadows@gmail.com, call/text - 604-902-0714, or www.winsomemeadows.ca

Fresh semen collection must be requested by 5pm PST the day before your required collection to guarantee collection. Late collection requests are subject to a late surcharge and subject to availability. Requests will be fulfilled on a first come-first served basis in the instance of multiple requests for one collection day.

Winsome Meadows Reproductive Services Current fees:

Fresh Cooled Semen:

Fresh cooled semen collection and processing - \$300 CAD

Disposable shipping container for fresh cooled - \$70 CAD

Overnight FedEx Courier Fee for fresh cooled disposable shipping container – Approx \$150 CAD within Canada / Approx \$300 CAD to USA

Frozen Semen:

Frozen semen handling fee - \$60 CAD per occurrence

Dry shipper rental for frozen semen (available only within Canada) - \$18 CAD per day + \$75 liquid nitrogen charging per occurrence - \$1500 deposit required (credit card required on file)

*All fees are subject to change and subject to 5% GST.