

THE HUNTSMAN STALLION BREEDING CONTRACT 2023

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 (the “Stallion Owners”).

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

1. BREEDING:

- The Breeding Season runs from March 15, 2023 through July 1, 2023. Alternative dates may be available upon agreement.
- The Mare Owner warrants that the Mare is in good health and sound breeding condition.
- The Huntsman breeds via artificial insemination only.
- The Mare Owner may not substitute another mare or sell this contract without the prior written consent and approval of the Stallion Owners. Approval may be provided for the substitution or resale, but only at the sole discretion of the Stallion Owners.
- 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 7 days.

2. BREEDING FEES:

- The Breeding Fee for The Huntsman is \$850.00.
- A non-refundable deposit of \$250.00 is due at the time of booking, and the remaining \$600.00 is due no later than 7 days prior to the scheduled breeding.
- All collection and shipping fees are not included in the Breeding Fee and are payable directly to Winsome Meadows Reproductive Services.
- Additional reproductive services are available near Merritt and the Stallion Owners can recommend or assist in arranging further reproductive services. These include, but are not limited to artificial insemination, ultrasounds, vaccines, shots, flush, cultures, bloodwork, etc.

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.

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- The Mare Owner shall complete and provide to the Stallion Owners the Pre-Breeding Checklist together with any applicable documentation and the deposit portion of the Breeding Fees.
- Except for maiden mares, or mares being bred on the foal heat, the Mare Owner shall provide a current veterinary reproductive certificate of health and/or intrauterine culture and cytology results, if requested by the Stallion Owners.
- The Mare shall be kept up to date on all shots and vaccines.
- The Stallion Owners may refuse Breeding to the Mare if, at the time of Breeding, the Mare appears unhealthy, unwell, or is otherwise unfit for breeding. This is solely at the Stallion Owners' discretion. The Stallion Owners shall issue written reasons for the refusal.
- 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.
- The Mare Owner agrees to have the Mare ultrasounded to check for pregnancy
 - 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. MARE CARE:

- At the request of the Mare Owner, arrangements can be made for the Mare to be cared for at Canoa Farms in preparation for Breeding and afterwards awaiting the ultrasound confirming pregnancy.

5. LIVE FOAL GUARANTEE

- The Stallion Owners guarantee that the breeding will result in a live foal and that the foal will be tobiano in colour.
- 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 is not tobiano, or the foal fails to survive the 24-Hour period, 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 or that the foal is not tobiano.
 - ii. The Huntsman is available and able to breed*.
 - iii. 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.
 - iv. The Mare Owner provides photographic proof that the foal is solid-coloured, if applicable, and also DNA verification that the foal is a result of The Huntsman breeding.

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- v. The Mare may be rebred the same or the immediate following breeding season, the Stallion Owners will try to accommodate the Mare as soon as possible, but the Stallion Owners ultimately decide the dates for rebreeding availability.
 - vi. The rebreeding is free of Breeding Fees, but the Mare Owner shall be responsible for any veterinary, transportation, mare care, ultrasound and other costs associated with the rebreeding.
- The Live Foal Guarantee shall lapse, and the Stallion Owners 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 provide the Mare for rebreeding on the dates offered by the Stallion Owners.
 - v. The Mare Owner fails to provide documentary proof of appropriately administered Rhinopneumonitis vaccinations
 - 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.
- * - If The Huntsman dies after the Mare has been bred, the Live Foal Guarantee shall become void.

6. MISCELLANEOUS:

- The Stallion Owners and Canoa Farms have various social media and private websites including but not limited to Facebook and listings on tourism websites. The Stallion Owners bear 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 (eg. Pre-Breeding Checklist) are incorporated into and form part of this Agreement.
- The Mare Owner is solely responsible for accurately providing, and acknowledges the Stallion Owners are 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 shall be solely responsible for purchasing and maintaining insurance on the Mare.
- The Mare Owner agrees to indemnify, release, and hold harmless the Stallion Owners and/or Canoa Farms 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 will 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. THE HUNTSMAN By Signing below, I acknowledge that I have read and agree in full to the set out in this Stallion Breeding Contract 2023.

Signature of Mare Owner Date

Ron Stolp Date

Print Name of Mare Owner

Kelly Allen Date



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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 _____

Information of Stallion Semen Collection:

Semen is collected Monday-Friday during the breeding season by Bridgette Henderson at Winsome Meadows Reproductive Services in Merritt, BC.

Bridgette can be contacted for pricing information via e-mail - winsomemeadows@gmail.com, call/text - 604-902-0714, or visit their FB page at <https://www.facebook.com/wmrepro>.

Semen 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.