



ALLIONCE^{+/} BREEDING CONTRACT



THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between **Toni C. Wessell, dba: Ancient Oak Farms** ("Stallion Owner"), and

NAME: _____ PHONE NUMBER: _____

FARM/RANCH NAME: _____ CELL: _____

MAILING ADDRESS: _____

CITY: _____ PROVINCE: _____

POSTAL CODE: _____ FAX NUMBER: _____

AHA MEMBERSHIP # _____ CAHR # _____

Introduction

1. Stallion Owner is the owner of the purebred Arabian Stallion **ALLIONCE^{+/} # 0461644 ("Stallion")**;
2. Stallion will be standing with **TODD EHRET at:
RR # 1, Wetaskiwin, Alberta, Canada T9A 1W8
Email: tehret@xplornet.com
Phone: 780-352-0332
Web Site: www.toddehret.com**
3. Mare Owner has certain rights in the mare described below ("Mare") and desires to breed her to Stallion during the breeding season commencing on or about February 1st, 20____ and ending on or about September 30th, 20_____;

NAME OF MARE: _____ BREED AND REG # _____

SIRE: _____ DAM: _____

DATE FOALED: _____ COLOR: _____

YOU MUST ATTACH A COPY OF THE MARE'S REGISTRATION CERTIFICATE

Agreement

The parties hereto agree as follows:

1. FEES

1.1 Breeding Fee: The Breeding Fee to Stallion shall be One Thousand, Five Hundred Dollars (\$1,500.00) Canadian Funds, payable to Todd Ehret as follows:

A) **\$200.00** upon execution of this Agreement (as a non-refundable "Booking Fee").

B) **\$1,300.00** prior to mare being bred or request is made for shipped semen.

1.2 Handling Fee: In addition to the Breeding Fee, Mare Owner shall pay a Handling Fee of One Hundred Dollars (\$100.00) Canadian Funds per shipment paid directly to Todd Ehret, the breeding facility.

1.3 Collection Fee: Mare Owner shall pay a Collection Fee to the collecting veterinarian directly to the clinic for each collection and subsequent shipment of semen or insemination of mare if on-site breeding is performed.

1.4 Equitainer Rental Fee: Mare Owners shall pay an Equitainer Rental Fee of Fifty Dollars (\$50.00) Canadian Funds directly to Todd Ehret, the breeding facility for each shipment.

1.5 Shipping Expenses: Mare Owner shall further pay all freight and insurance with respect to the shipment of an equitainer to Mare Owner and its return to the breeding facility. Mare Owner acknowledges that the normal mode of shipment is by UPS or Federal Express, and that in the event direct airport delivery is required, the costs of delivery service to the airport will be assessed (in addition to the transportation amount). Mare Owner acknowledges that the farm's equitainer supply is limited and that prompt return of the equitainer is a condition of this Agreement. Therefore in the event that any equitainer shipped to Mare Owner is not returned to the breeding facility within seven (7) days after its receipt by Mare Owner, Mare Owner shall be assessed a fee of One Hundred Dollars (\$100.00) Canadian Funds.

Mare Owner acknowledges that for the purpose of this Section 1.5 and for the insurance, the replacement cost of an equitainer is approximately Two Hundred and Fifty Dollars (\$250.00) Canadian Funds.

2. PAYMENT OF RELATED FEES: As used herein, the foregoing fees are referred to as "Related Fees". All Related Fees shall be due and payable in advance.

2.1 Registration of Foal. In no event will any application for the registration of the mare's foal be executed unless:

- A) the Breeding Fee has been paid in full;
- B) all fees due the breeding facility and veterinarian have been paid in full; and
- C) all Related Fees have been paid in full.

3. BREEDING

3.1 Ancient Oak Farms' Policies: All breeding arrangements will be handled through Todd Ehret. Mare Owner agrees to abide by all breeding policies established by Ancient Oak Farms and Todd Ehret.

3.2 Transported Semen: In the event Mare Owner elects to use transported semen, Mare Owner agrees to sign the Todd Ehret Shipped Semen Agreement. Mare Owner acknowledges that the best results will be obtained if Mare Owner keeps in regular contact with the breeding facility as to its anticipated requirements for shipped semen.

3.3 On-Site Breeding: In the event Mare Owner elects to send mare to Todd Ehret, the breeding facility for breeding, Mare Owner agrees to contract directly with that facility for boarding and breeding arrangements. All board, veterinary, and other expenses related to the care and breeding of Mare shall be the responsibility of Mare Owner.

3.4 Insemination of Mare: All veterinary fees with respect to the palpation and insemination of mare, whether the breeding occurs on-site or by transported semen, shall be the sole responsibility of the Mare Owner.

3.5 Availability of Stallion: In the event that the Stallion becomes unavailable due to disease, injury or infertility, and no live foal is produced, Stallion Owner will refund the Breeding Fee less the Booking Fee.

4. MARE OWNER'S COVENANTS AND REPRESENTATIONS: Mare Owner covenants that title to mare is as set forth at the beginning of this Agreement and that it has the legal authority to enter into this Agreement. Mare Owner further represents that it knows of no breeding or health problems of mare, except as disclosed to Stallion Owner and the breeding facility in writing.

5. LIMITATION OF LIABILITY: Except in the event of their gross negligence or willful misconduct, Stallion Owner, Breeding Manager, and their agents, employees, and Veterinarians, shall not be liable for any sickness, death, loss, or injury, which may be suffered by mare, or by Mare Owner, arising out of the transactions contemplated by this Agreement.

MARE OWNER FULLY UNDERSTANDS THAT ALL RISKS CONNECTED WITH BREEDING OR PROVIDING ANY OTHER SERVICES TO MARE ARE TO BE BORNE SOLELY BY MARE OWNER.

IN NO EVENT SHALL STALLION OWNER, THE BREEDING MANAGER, THEIR AGENTS, EMPLOYEES AND VETERINARIANS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY TRANSACTION COVERED BY THIS AGREEMENT.

- 6. FAILURE TO CONCEIVE:** If mare does not conceive on or before September 30th, 20____ this agreement will automatically transfer to the 20____ breeding season.
- 7. LIVE FOAL GUARANTEE**
- 7.1** If mare fails to deliver a "Live Foal", Mare Owner shall be entitle to rebreed the mare, or substitute mare, in the 20____ Breeding Season, subject to payment of;
- A) all Related Fees (with respect to both the prior breeding and the current breeding), and
- B) a **Two Hundred Dollar (\$200.00) Canadian Funds** Re-breeding Fee. No mare shall be bred until the Re-Breeding Fee and any fees previously due have been paid.
- 7.2** "Live Foal" shall mean a foal that successfully stands and nurses and survives five (5) days. In the event that mare produces a foal which is not a Live Foal, Mare Owner shall provide Stallion Owner with a letter from a licensed veterinarian stating the cause and date of death within thirty (30) days of such death.
- 7.3** The Live Foal guarantee provided hereunder shall terminate, and Stallion Owner shall have no further obligations under this Section, if Mare Owner fails to timely provide the letter and the notification to Stallion Owner pursuant to Section 7.2
- 8. DISCLAIMER OF WARRANTY:** The breeding provided hereunder is "AS IS". ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR QUALITY OF COLLECTION OF SEMEN, ARE HEREBY DISCLAIMED BY STALLION OWNER AND BREEDING FACILITY.
- 9. WAIVER, AMENDMENT, MODIFICATION:** No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification be in writing and signed by the party against whom the enforcement of such waiver, amendment, or modification is sought. The failure of either party to enforce any of the provisions of the Agreement shall not be construed as a waiver of such provision or the right of that party thereafter to enforce such provision.
- 10. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of the Agreement shall be in writing and signed by the party to be charged.
- 11. SEVERABILITY:** Any provision of this Agreement prohibited by the law of any applicable jurisdiction shall be ineffective to the extent prohibited, without invalidating any other provision of this Agreement.
- 12. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.
- 13. EFFECTIVENESS OF CONTRACT:** This contract shall not be effective until approved and accepted by Stallion Owner, and shall be subject to Mare Owner's entry into appropriate arrangements with Ancient Oak Farms and Todd Ehret.

STALLION OWNER, OR TODD EHRET'S SIGNATURE

MARE OWNER'S SIGNATURE

DATE SIGNED