

Ashland ❖ Farm

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OTAMENDI 2023 BREEDING CONTRACT

This contract is made _____ (day/month) of 2023 between Ashland Farm and _____, **Purchaser**, for the breeding of the Mare named _____, to the KWPN stallion **Otamendi** Registration # 528003201910596. Live Foal Guarantee breeding fee for the above-named stallion, is \$1,850.00 CND.

Mare Information:

Mare's Name: _____ Date of Birth: _____

Breed & Registration number: _____

Sire: _____, Dam: _____

Studbook/Registry; the foal will be registered with: _____

This mare is booked by name and the booking is valid to this mare only. Neither booking nor the return privilege can be transferred without written permission from the stallion owner.

The Mare's health condition is the responsibility of the Purchaser. The Purchaser will ensure that the mare is in sound breeding condition. We recommend that purchaser's vet examine and assess your mare's breeding soundness, and your mare should have a negative uterine culture prior to breeding. We expect you to follow your veterinarian's recommendation.

The Booking fee of \$400.00 CND (+HST for Canadian clients) fee is due **at the time of contract signing**. The booking fee includes the first collection, but not shipping or container fees. The balance of the breeding fee of \$1,450.00 CND (+HST for Canadian clients) is due September 15th, 2023, **if the mare is in foal**. If the mare is not in foal, and the mare owner wishes to try again in 2024, the Booking Fee will be due again. The balance of the breeding fee will not be payable until the mare is in foal.

We strongly recommend that the above-named mare be checked for pregnancy and ultra sounded by a veterinarian 14-17 days post breeding. If, after two shipments, the mare is not found to be in foal it is **HIGHLY RECOMMENDED** that the mare be swabbed prior to further breedings.

The Booking fee includes the first collection but does not include any shipping or container fees. A Collection fee of \$275.00 CND (+HST for Canadian clients) per collection will be charged for each additional collection needed within the same breeding season and must be paid prior each additional shipment of semen. The Purchaser is solely responsible for all shipping & container fees. Equitainers are available on a first-come first-serve basis and can be used upon request.

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2023 Breeding Contract Continued

Ashland Farm agrees to provide fresh cooled semen from **Otamendi** in viable condition, at the time of collection, to the shipping address provided on the Semen Request Form.

Stallion owner is not responsible for any semen shipments that are lost, delayed or damaged during transport. This semen must be administered by a licensed veterinarian or by a breeding technician approved by Ashland Farm, on the day of delivery, or the LFG and the contractual obligations may not apply.

The Purchaser assumes all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise, and by any cause whatever, including inappropriate, untimely, or negligent insemination or failure of insemination and therefore releases, discharges, indemnifies and hold harmless Ashland Farm and its owners, its employees and agents from any and all damages associated therewith.

The Purchaser agrees that no embryo transplants from the above-named mare using semen from an Ashland Farm stallion are to be done without the prior written permission of Ashland Farm.

If the mare fails to conceive during the 2023 season the Purchaser is entitled use the breeding in the following **two (2024 & 2025)** seasons. Purchaser must inform Ashland Farm by no later than September 15th, 2023, as to whether the mare is in foal or not. This information must be sent to Ashland Farm, so that the Live Foal Guarantee (LFG) and return breeding will be honored. It will be the Purchaser's responsibility to pay the new seasons booking (incl. first collection) of \$400.00 CND (+HST for Canadian clients) additional collections (if applicable), shipping and container fees.

Live Foal Guarantee: If the mare, after being checked in foal, aborts or does not produce a live foal that can stand and nurse on its own, and survive 30 days after birth, the Purchaser is entitled to a return breeding in the following TWO years (2024 & 25). It will be the Purchaser's responsibility to pay the new seasons booking, collection (if applicable) and shipping fees. A veterinary certificate is required within five (5) days from the date of death or examination. Otherwise, the LFG is Null and void.

It is agreed that should the stallion be sold, die or be unable to produce viable semen. Ashland Farm will substitute frozen semen from the above-named stallion if available or fresh semen from another Ashland Farm stallion of the mare owner's choice. Maximum time limit on this contract is two (2) years.

Should said mare be coming to Ashland Farm, for on farm breeding, the mare owner is required to provide a negative cervical culture certificate, a negative Coggins test and proof of yearly vaccinations, before or upon delivery. Daily mare care fees are \$25.00+HST per day, or \$35.00+HST per day, with a foal, and includes handling, stall/turnout, bedding, and feed. All veterinary expenses will be billed directly to the mare owner by the vet.

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This contract shall be binding upon both parties, when accepted by Purchaser. This contract is transferable only with written permission from the stallion agent/owner.

The laws of the Province of Ontario, Canada shall govern the terms of this agreement.

Payment methods accepted are: Cash, Visa, Master Card, Visa Debit, PayPal and E-Transfer.

Mare Owner/Lessee name: _____

Signature: _____

Address: _____

City _____ Province/State: _____

Postal/Zip : _____ Phone#: _____

E-mail: _____

CREDIT CARD INFO:

CARD #:

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EXP. DATE: /

CVS CODE:

Card Holders Name: _____

Signature: _____