

## **Bayview Stud and Sport Horses**

### **Derryinver Luxury Cruise Breeding Agreement, 2022 Two-year Live Foal Guarantee**

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#### **1. Parties**

This contract is agreed between:

Emma Elley of Bayview Stud and Sport Horses (Stallion Owner), and \_\_\_\_\_  
\_\_\_\_\_ (Mare Owner) for the breeding of the mare \_\_\_\_\_, to the stallion  
known as Derryinver Luxury Cruise, subject to the following terms and conditions:

#### **2. Breeding Fee**

2.1. Two-year Live Foal Guarantee (LFG) contract - \$1,600 CAD plus HST (for Canadian clients).

The LFG contract is only available for fresh, cooled semen. The 2022 breeding fee includes the seasonal, non-refundable booking fee of \$300.00 CAD. Stallion fees are payable in full on execution of the contract.

2.2 Early bird discounts may be available, where approved by Stallion Owner, in the following circumstances:

- a) Bookings paid in full by Black Friday 2021 (Nov 26, 2021) – 20% off
- b) Bookings paid in full by December 31, 2021 – 15% off
- c) Bookings paid in full by February 14, 2022 – 10% off

2.3 Except where Mare Owner is given an early bird discount, as per item 2.2 above, discounts may be available in the following situations and must be first approved by Stallion Owner. A maximum of two discounts may be used for each mare at the same time. Discounts quoted in Canadian funds.

- a) Elite & Premium Mare Discount: \$100 off (must provide proof from registry)
- b) Multiple Mare Discount: \$100 off each mare for two, \$150 off each for three and four and over \$200 off for each mare
- c) Repeat Breeding Discount: \$100 off.

2.4 Semen is available via fresh, cooled semen, or frozen semen in the event fresh semen is not available. This contract includes a Live Foal Guarantee as set out in clause 4.12.

#### **3. Collections and Shipments**

3.1 The current fee for collections is \$275 CAD, plus HST. Collection fees are subject to change and may vary.

3.2 Fedex account number must be supplied prior to shipment of semen OR a valid credit card number.

3.3 The Stallion Owner guarantees viable semen at time of shipment.

#### **4. Breeding Terms**

4.1. Both parties agree that semen is provided for the named 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.

4.2. Embryo transfer/transplant is not permitted under LFG contracts. Contact Stallion Owner for other options for embryo transfer.

4.3 Lab collection and preparation will be handled through a specialist Reproduction facility. All fee's incurred by Mare Owner for the breeding of this mare are the responsibility of the Mare Owner, including all relevant collection fees, shipping fees, any necessary late Equitainer return fees, optional Equitainer insurance fees, extra overnight/international shipping fees (international shipments will be quoted), any semen related expenses not otherwise specified, as well as mare or foal expenses incurred. The cost of the shipment will be the responsibility of the Mare Owner either through FedEx number or other arrangement agreeable to the Stallion Owner.

4.4 The breeding season runs from March 1st until July 31st. This will be entirely dependent on the weather and the stallion. Semen can be shipped outside of these dates totally at the discretion of the Stallion Owner. Additional fees may apply. Mare Owner understands and accepts that there will be times when the Stallion may not be available for collection. It is the Mare Owner responsibility to contact the Stallion Owner to determine the dates on which the stallion is available.

4.5 Stallion Owner has the right of review and refusal of any mare which would not in the Stallion Owner's judgement is a compatible match. If found acceptable, confirmation of the mare's reservation to breed to the Stallion will be sent by the Stallion Owner to the Mare Owner for the breeding season

4.6. All semen orders must be received before 5pm Eastern Standard Time (Sunday to Thursday) and 48 hours prior to required collection of the stallion on his scheduled collection days, which are usually Monday, Wednesday and Friday. Late requests may be honoured only if collection is possible. Additional fees may apply as agreed by the parties on rush/same day or having to direct ship/drive to the airport. All shipping information will be verified before shipping. The semen order can be collected from the reproduction facility or shipped by via FedEx. The Stallion Owner does not accept any responsibility for delays of shipments outside the Stallion Owners control.

4.7. Mare Owner shall not be entitled to a refund of fees paid. Should the subject mare become unbreedable and such condition is verified by a certificate of a qualified veterinarian, the Mare Owner may substitute another approved mare and a new contract must be signed for the substitute mare.

4.8 At no time can this contract be sold or traded without the written authorization from the Stallion Owner. A \$300 CAD rebooking fee may apply to new 'owner' of the contract. In all cases, it will be the Mare Owner's responsibility to pay the new seasons booking, collection and shipping fees.

4.9. Mare Owner warrants that mare is in sound breeding condition and agrees that mare will be bred under the supervision of a Veterinarian with considerable experience in artificial insemination as well as having access to standard equipment (e.g. ultrasound machine).

4.10. If a mare fails to conceive after two cycles, a full reproductive exam, including uterine culture & cytology, must be performed, by a licensed veterinarian, before third shipment can be obtained.

4.11. If the Stallion Owner is unable to supply fresh cooled, or frozen semen as an alternative, for the stallion Derryinver Luxury Cruise due to death or some infirmity as verified by a veterinarian during the term of the contract, the Mare Owner will be entitled to a refund.

4.12. Live Foal Guarantee (LFG): 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 24 hours after birth, the Mare Owner is entitled to a return breeding in the following year. It will be the Mare Owner's responsibility to pay the new season's booking, collection and shipping fees. A veterinary certificate is required within five (5) days from the date of death or examination. In all cases the required veterinary certificate shall affirm that the mare had been immunized for Equine Rhinopneumonitis (Equine Herpes Virus Type 1 and 4) during the pregnancy at three, five, seven and nine months, plus all other vaccinations and deworming protocols required in line with local veterinarian recommendations. Where appropriate, the certificate shall also confirm that the mare was properly cared for during gestation and was attended at foaling. Stallion Owner's timely receipt of the required veterinary certificate confirming all requirements above is a precedent to any return, otherwise the LFG is null and void.

The LFG only applies to the first foal born. If a second foal is born under this contract, and it is not born live, no further return breeding is permitted under this contract.

#### **5. Stallion Service Certificate and Breeder's Certificate**

The Stallion Owner will issue Stallion Service Certificate on confirmation of the live foal being born and account with Stallion Owner and/or reproduction facility is in good standing. The costs associated with registering the foal are the responsibility of the Mare Owner.

#### **6: Liability**

The Mare Owner shall assume all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever. The Mare Owner hereby agrees to indemnify and hold harmless the Stallion Owner and affiliated parties harmless from and against any and all claims, demands, and causes of action, damage, costs, and expenses.

Losses or liabilities of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the mare, or any foal resulting from any breeding of the mare to the stallion.

#### **7. Governing Law**

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

#### **8. Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter. Except as otherwise provided herein, this agreement may be amended or modified only in writing, within 30 days, signed by both parties.

**Signatures**

**Mare Owner:**

I, \_\_\_\_\_ agree to all terms and conditions of the breeding agreement for Derryinver  
Luxury Cruise, 2022 as set out above.

Name of Mare Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mare's Registered Name: \_\_\_\_\_

Mare's Breed: \_\_\_\_\_

Mare's Registration Number: \_\_\_\_\_

Mare's Date of Birth: \_\_\_\_\_

Shipping Name: \_\_\_\_\_

Shipping Address:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**Signed on behalf of Bayview Stud and Sport Horses:**

\_\_\_\_\_ Dated: \_\_\_\_\_

Signature