



# DH Farms

## Equine Breeding Contract



Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

City/Town: \_\_\_\_\_ Prov. \_\_\_\_\_ Postal Code: \_\_\_\_\_

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

Mares Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Registration Number: \_\_\_\_\_

This certifies \_\_\_\_\_ (your name) herein after referred to as "**Mare Owner**", has engaged service to **Ultimately Canadian** AQHA/APHA Stallion, (HYPP N/N, PSSM N/N, GBED N/N, MH N/N, HERDA N/N, OLWS N/N) for the **2023** Breeding Season.

This contract entered into on this date of acceptance, by and between the designated **Mare Owner** and DH Farms (Derek Dube & Heather Stephen) hereinafter referred to as "**Stallion Agent**" of Box 1603, Roblin, MB, R0L1P0, Canada ("**Farm**"), who mutually abide by the following terms and conditions. All rights and responsibilities between the parties for the **2023** breeding season are set forth in this contract.

1. **Mare Owner** agrees to breed the mare named \_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_, (the "**Mare**"), to the above Stallion, ("**Stallion**"), during the **2023** breeding season. Please note ONLY Live cover is available.
2. **Breeding and Booking Fee:** **Mare Owner** shall pay a breeding fee of \$800.00 CND which includes a non-refundable booking fee of \$250.00 CND, due at booking with the balance due prior to mare departing the Farm.
3. **Goods and Services Taxes:** In accordance with Canadian tax legislation, a 5% sales tax will be assessed on Breeding fee, Farm fee, the collection and related products/services including shipping fees.

#### 4. Live Cover:

- a) **Mare Owner** is responsible for transporting mare to and from **Farm**.
- b) **Mare Owner** is responsible for ensuring mare is up to date with all vaccines and deworming prior to coming to the **Farm** and provide proof if requested by **Stallion Agent**. Full disclosure will be provided to **Stallion Agent** regarding **Mares** breeding behaviour including approximation of heat cycle and tendencies including kicking etc.
- c) **Stallion Agent** reserves the right to deny services to mares that appear unhealthy or are in poor breeding condition including lameness and malnourishment as well as Mares who exhibit violent behaviour during breeding to either handler or Stallion.
- d) Mare Care will be billed by **DH Farms** and must be paid in full prior to **Mare** leaving the Farm at a rate of \$25/day mare & foal and \$15/day dry.
- e) All fees for medications and ultrasounds shall be payable directly to servicing veterinarian prior to picking up mare from the **Farm**.

5. Mare Owner warrants that the Mare is registered with the breed association noted above. A current, legible copy of the mare's registration papers must be attached to breeding contract and will become a part of, this Agreement.
6. All parties agree to diligently try to settle **Mare**. Should **Mare** not settle **Mare Owner** will hold **Stallion Agent** harmless from any resulting loss or damages. **Stallion Agent**, representatives or veterinarians shall not be liable for any injury, sickness, disease or death of **Mare** or her offspring arising from the exercise of the breeding rights and privileges granted herein. Insurance is the responsibility of the respective parties to this Agreement. Also, **Mare Owner** agrees by signing below that **Stallion Agent** is authorized to consult with and obtain direction of a licensed veterinarian with regard to the care of the mare. Further, **Mare Owner** hereby authorizes **Stallion Agent** to obtain and follow a licensed veterinarian's directions with regard to the mare and fully releases and hold harmless **Stallion Agent** and/or others acting on their behalf.
7. **Live Foal Guarantee:** Unless approved by **Stallion Agent** in writing, the LFG "Live Foal Guarantee" shall be void and **Stallion Agent** released from liability if **Mare** is sold prior to foaling. Contractual guarantees can only be extended by **Stallion Agent** in writing to third parties. The LFG shall be conditioned upon compliance by **Mare Owner** of all conditions set forth in this contract. **Stallion Agent** hereby guarantees to **Mare Owner** that a single, live foal will result from the privileges granted herein. "Live Foal" means that the foal will stand and nurse. It is further agreed that should the mare die, proven barren, abort the foal, or if the foal is stillborn, **Mare Owner** is entitled to a return service for the subsequent breeding season only to **Stallion**, provided that **Mare Owner** has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full. If **Stallion** dies, sells or becomes unfit to breed before mare is bred, **Stallion Agent** shall have no liability to **Mare Owner** except notification of its occurrence. Refunds will be given at the sole discretion of **Stallion Agent**. If the **Mare** dies during breeding season, **Mare Owner** may substitute another mare upon written approval of alternate mare by both parties to this contract. **Stallion Agent** shall be released from the LFG and the LFG shall be void if:

- a) **Mare Owner** fails to notify **Stallion Agent** within forty-eight hours after the time of foaling that a live foal was not produced and
- b) within fourteen days after such event, **Mare Owner** has not provided certification that foaling was properly attended and produce a veterinarian's statement substantiating the failure of the mare to produce a live foal; or
- c) The Mare is sold without notice to **Stallion Agent**.

8. **Payment:** Payment for stallion services may be made by cash, certified cheque, or e-mail transfer. Personalized non-certified cheques will not be accepted unless the **Mare** remains on the **Farm** until the cheque has cleared or unless it was discussed and agreed to in advance with the **Stallion Agent**.

9. **Financial Service Charges:** the following service charges apply where applicable:

- a) NSF Cheques: \$50.00 CND per occurrence.
- b) Late Accounts: Interest calculated at 28% per annum.

10. Breeders Certificate: **Stallion Agent** will issue a breeding certificate immediately upon notification of the Mare's foaling. However, all charges must be paid in full prior to issuance of the breeding certificate or digital release.

11. **Mare Owner** shall not sell or assign this breeding contract without prior written consent of **Stallion Agent**. There shall be no substitution of mare without the express written consent of **Stallion Agent**. Any attempt to assign or substitute without prior written consent of **Stallion Agent** will terminate this Agreement and release **Stallion Agent** from all obligations contained herein.

12. Should the **Stallion Agent** resort to legal action to enforce the terms of this agreement, **Stallion Agent** shall be entitled to legal fees, costs and expenses should a dispute arise between the parties.

13. This Agreement represents and constitutes the entire agreement between the parties. This Agreement shall not be altered except in writing and accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this Agreement.

14. The **Mare** will not be bred to the **Stallion** without a fully signed copy of this Agreement as well as the appropriate documentation having been received and approved by **Stallion Agent**.

Signed by:

\_\_\_\_\_  
Stallion Owner/Agent

\_\_\_\_\_  
Mare Owner/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: A copy of both sides of registration papers must accompany this Agreement

Addendums to this contract: \_\_\_\_\_

\_\_\_\_\_