

## ***NORTHERN LEGACY HORSE FARM INC.***

492 Penage Lake Rd, Whitefish, ONTARIO, P0M3E0, TEL.:(705)866-6543, FAX: (705)597-2036

### **COOLED SEMEN SALES AGREEMENT**

**This agreement applies to Mares located in Ontario, B.C., Nova Scotia, New Brunswick, Newfoundland and Labrador Mare owners in B.C. please adjust HST from 13% to 12%, Mare Owners in Nova Scotia please adjust HST from 13% to 15%**

This agreement is made for the 2013 breeding season by and between Northern Legacy Horse Farm Inc. c/o Craig Fielding and Katriina Ruotsalo (hereinafter "The Stallion Owner") and \_\_\_\_\_ (hereinafter "The Mare Owner"), for \_\_\_\_\_ (mare) and the stallion \_\_\_\_\_ Eclipsed By Color (Color Guard). Mare is expected to be bred around \_\_\_\_\_ day of \_\_\_\_\_ (month).

- 1.) The Mare Owner hereby agrees to purchase cooled semen at the following breeding fee (plus HST): \$500 CDN for Eclipsed By Color, plus a \$200 CDN booking fee, and also a shipping & handling cost of \$ \_\_\_\_ (incl. HST) for a total payment of \_\_\_\_\_ (Shipping cost & HST) Payment in full has to be received by the stallion owner before any semen can be released.
- 2.) Semen will be shipped from Manning Equine Services, Veterinary, Box 519, Erin Ontario N0B 1T0. Mare Owner is to contact Manning Equine Services **at least one week** prior to expected date of shipment of fresh semen to give advance notice. Request for semen are made preferably 24hrs in advance or by 9am Monday/Wednesday/Friday. . Semen will be shipped by Fed Ex & delivered the following day. If same day service by air is required, the semen will be shipped "COD" and the shipping fee quoted under 1) will be used to pay for couriering the semen to the airport in Toronto, Ontario. Same day service from Toronto may not be available to all airports & driver may not always be available to take semen to airport. . We are shipping one dose of semen. If more requests for semen are being received than semen can be shipped, requests will be filled in order they are received.
- 3.) Mare Owner warrants that said Mare is in sound breeding condition as determined by a qualified veterinarian. Mare Owner agrees that Mare will be bred by Veterinarian with considerable experience in A.I. who has access to a veterinary ultrasound machine.
- 4.) Should Mare fail to be in foal after initial insemination, Stallion Owner agrees to ship cooled semen for a repeat service **AFTER** receipt of i) signed veterinarian certificate confirming that mare is not in foal and ii) \$250 to Northern Legacy Horse Farm (incl HST) to cover collection.
- 5.) Should the stallion die, become unfit for service or be sold, to fulfil this contract, the Mare Owner would be reimbursed in full.
- 6.) Both parties acknowledge that there is a live foal guarantee for all mares NOT OLDER than 14 years of age during 2013. Onus is on mare owner to submit proof of age (valid registration papers). There is NO live foal guarantee for mares older than 14 years during 2013 or for semen used to flush embryos. For life foal guarantee to be valid, the following conditions must be met:
  - a) A licensed veterinarian must examine the Mare and advise Stallion Owner in writing of the mare's pregnancy status within 50 days after the last insemination date or by August 31, whichever comes first. If this notification is not provided, the life foal guarantee and return breeding privileges of this contract becomes null and void.
  - b) Should the mare not produce a live foal (i.e. a newborn foal that stands and nurses), the mare owner is entitled to return breeding. This guarantee shall only apply if the stallion owner is notified in writing within 72 hours of the foal's death. A statement of details by a licensed veterinarian must follow within 10 days or the guarantee becomes null and void. This clause is also binding in case of abortion. If the mare reabsorbs her pregnancy, we need written verification of this fact from your veterinarian.
- 7.) All unused semen must be destroyed and under no circumstances may another mare, other than the designated mare in the contract, be inseminated.

8) Should the mare become unfit for breeding then a different mare approved by the stallion owners may be substituted.

9) This agreement is binding upon the parties herein and reflects the entirety of their agreement.

\_\_\_\_\_  
Mare Owner - Signature      Date                      Stallion Owner/Agent - Signature &      Date

**Mare Owner Name:** \_\_\_\_\_ Telephone \_\_\_\_\_

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

City: \_\_\_\_\_ Province/State: \_\_\_\_\_ Postal/Zip  
Code: \_\_\_\_\_

e-mail address: \_\_\_\_\_

**Name of Mare:** \_\_\_\_\_ Year born: \_\_\_\_\_

Registration No. : \_\_\_\_\_ Breed Association: \_\_\_\_\_

Sire: \_\_\_\_\_ Sire of Dam: \_\_\_\_\_

Mare is currently: \_\_\_\_\_ barren; \_\_\_\_\_ maiden mare or expected date of foaling: \_\_\_\_\_

Please note that we can only include mares in our annual breeding report for which we have all the relevant information on or before August 31, 2013. **Please attach copy of mare's registration papers if available**

**Semen to be shipped to - Name:** \_\_\_\_\_

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

City: \_\_\_\_\_ Prov/State.: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

If semen needs to be shipped by air, ship to airport in \_\_\_\_\_.

Please indicate if semen will be used to flush embryos: \_\_\_\_\_ Yes \_\_\_\_\_ No.

#### Payment

***No semen will be shipped unless payment in full has been received! This applies to repeat shipments as well.***

#### Initial Breeding

Payment of Initial breeding and shipping fee \$ \_\_\_\_\_ for Eclipsed By Color is due by cheque with breeding contract. Please make your cheque payable to Northern Legacy Horse Farm Inc.

Payment for repeat services

Semen will only be shipped if stallion owner has received a cheque in the amount of \$ \_\_\_\_\_ to pay for collection and shipping fees of repeat service or cheque for \$ \_\_\_\_\_ if semen is being picked up at Northern Legacy Horse Farm Inc.

\_\_\_\_ I have enclosed a cheque in the amount of \$ \_\_\_\_\_ to cover fees for any repeat services which will be held by Stallion Owner and only deposited if and when repeat shipment of semen is requested