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**Foxdale's Tornado
BREEDING AGREEMENT FOR FROZEN SEMEN**

**Live Foal Guarantee Stallion Service
\$1,650.00 Cdn (includes 2 breeding doses)**

Funds are quoted in Canadian currency (Canadian residents add GST)

Foals by Tornado are eligible for registration with the Canadian Sport Horse Association. If the mare is approved for breeding with the CSHA, the foal is eligible for full registration papers. If the mare is not approved for breeding with the CSHA the foal is eligible for part-bred registration papers.

I hereby confirm my purchase of frozen semen for the stallion Tornado.

Mare Owner: _____

Phone #: _____ Fax: _____

Address: _____

Email Address: _____

Veterinarian: _____

Phone #: _____ Fax: _____

Address: _____

Email Address: _____

Address for Semen Shipment (if different from Mare Owner's address):

Contact: _____

Phone #: _____ Fax: _____

Address: _____

(MUST be a street address, not a post office box)

Email Address: _____

The terms of this contract apply to the following mare:

Mare's Registered Name: _____

Breed: _____ Registration #: _____

Year of birth: _____ Colour: _____

Markings: _____

Sire: _____ Dam: _____

Please attach a photocopy of the mare's registration papers.

Status: _____ Maiden _____ Barren _____ In Foal

Terms & Conditions

1. The Stallion Owner agrees to sell the Mare Owner frozen semen for the stallion Foxdale's Tornado, at the price indicated plus applicable taxes, for the above noted mare.
2. Prior to shipment of semen the Mare Owner shall provide the following items:
 - a) Completed and signed breeding contract.
 - b) Mare Health Form completed by the Mare Owner's veterinary.
 - c) Payment in full for the semen.
3. Payment for the semen shall be made cheque or money order.
4. All costs and risks of handling and shipping the semen and returning the shipping container are the Mare Owner's responsibility.
5. It is recommended that the Mare Owner make arrangements with a veterinarian equipped to store frozen semen upon arrival at its destination. Should it be considered by the Mare Owner that semen quality has been affected by the transportation process, it shall be the Mare Owner's responsibility to follow up with the transporter for any recourse.
6. Mare Owner and his/her veterinarian shall be responsible for proper handling, thawing, and use of the frozen semen. The veterinarian for the mare is to be familiar with techniques of estrous cycle synchronization and management to have ovulation occur within an appropriate time frame of insemination with the frozen semen. The veterinarian is also to be familiar with using 5 mil straws of semen and flushing regime as noted on the protocol.
7. All veterinary costs, including, without limitation, the handling and insemination of the mare, are the Mare Owner's responsibility. All veterinary costs must be billed directly to the Mare Owner.

Live Foal Guarantee

1. Execution of this contract and payment of all fees to the Stallion Owner for the Live Foal Guarantee amount entitles the Mare Owner to 2 breeding doses on the first shipment. Additional breeding doses may be obtained for \$250 Cdn. per breeding dose. Should the above named mare fail to conceive and/or carry a pregnancy, she may be rebred in the second breeding season or a substitution of another mare in her place may be allowed at the discretion of the Stallion Owner and provided the Mare Owner provides the Stallion Owner with a completed and satisfactory Mare Health Form for the substitute mare. The entirety of this contract shall apply equally to the substitute mare and shall be inclusive of the two mares together and not separately.
2. Should the above named mare conceive after using the first dose, the second dose is not to be returned to the Stallion Owner, rather, it can be used or discarded at the Mare Owner's discretion.
3. If the Mare Owner chooses to use the second dose of semen on another mare, the Live Foal Guarantee is not applicable and should the Mare Owner wish to register the resulting foal, a \$1000 Cdn stud fee is due. In

any event, if the second dose of semen is used, the Mare Owner must provide the Stallion Owner with full particulars to ensure an up to date breeding report is filed with the relevant breed registries.

- 4. The Live Foal Guarantee entitles the Mare Owner to the birth of only one live foal. The Live Foal Guarantee shall be activated once the Mare Owner has provided the Stallion Owner with an original, signed and dated veterinary certificate stating the following the above named mare was inseminated with the frozen semen from Tornado.
- 5. To activate the Live Foal Guarantee, the Stallion Owner must receive a veterinarian certificate within 30 days of the discovery of the mare's pregnancy loss by abortion, stillbirth or newborn foal death. The definition of a newborn foal death is extended to cover the instance where the foal cannot stand or nurse without assistance.
- 6. In the event the Live Foal Guarantee is activated, 2 additional breeding doses will be provided in the second calendar year, as outlined in item #1 above, following the receipt of an up-to-date Mare Health Form. The Live Foal Guarantee expires on the two-year anniversary of this contract and requests for additional semen must be made before that time.

Transported Semen Fee Schedule

- 1. Equine Services Ltd., Calgary, Alberta, Canada, (403) 242-1913, store and ship frozen semen for the stallion Foxdale's Tornado. Their estimated 2008 fee schedule is as follows and will be invoiced directly to the Mare Owner who is responsible for these charges, shown in Canadian currency.

Handling Charges	
For Shipper Tank:	\$55.00, credit card number
Export Fee:	\$75/Canada and \$125/USA, credit card number
Freight/Shipping	\$35.00 to \$200.00 dependent upon destination, credit card number
Container Deposit:	\$25.00 a day, dry vapour shipper, credit card number

Miscellaneous

- 1. The Stallion Owner makes no warranties with respect to the abilities, characteristics or health of the foal produced from breeding to the stallion Foxdale's Tornado.
- 2. The Mare Owner is to report the date of insemination and ultrasound results to the Stallion Owner.
- 3. This contract will remain in effect for a period of 2 years from the date below, unless a modification thereto is made, in writing, and signed by both the Mare Owner and the Stallion Owner.

I, the undersigned, do hereby certify that I am the Mare Owner named herein, or a duly authorized agent or lessee thereof, and as such have the authority to enter into, and be bound by, this contract, as witnessed by my signature. I also certify that I have read and understand the terms of this contract, having sought legal advice if I deemed it was required.

Acceptance of this agreement, dated this ____ day of _____, 20____.

Mare Owner or Agent:

Witness:

(Signature)

(Signature)

(Printed name)

(Printed name)

(Phone number)

Foxdale Farm Inc.

Janet Maxwell