



BREEDING CONTRACT

Between

Creekside Farm
Linda and Jacques Ackermann

And

For the stallion _____ for the 20____ breeding season.

Mare owner: _____

Mailing Address: _____

City: _____ Postal/Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

Mare: _____

Breed: _____ Registration #: _____

Breed Association you wish foal to be registered with: _____

2014 Terms and Conditions:

This contract is valid for the mare named _____ only. This booking is non-transferable without the written permission of Creekside Farm.

The full stud fee of \$ _____ (includes \$400.00 non-refundable booking fee and 1st collection) plus GST for Canadian customers. Stud fee must be received prior to shipment. We accept cash, cheque, wire and e-mail transfer for breeding fees.

The stud fee includes the first collection only. Any subsequent shipments will be charged a collection fee of \$150 plus GST per collection and shipment and must be paid prior to shipping. Semen is provided FOB Creekside Farm. All shipping costs including disposable shipping containers are the sole responsibility of the mare owner and payment is due prior to the shipment of semen.

Semen will be shipped fresh cooled in a high quality disposable container at an additional cost of \$40.00 per container per collection including the first shipment. Please do not return the disposable container.

Shipping costs via UPS, Fedex, Westjet Cargo, Air Canada Cargo and Greyhound will be paid by the mare owner.

Creekside Farm plans to collect semen Monday, Wednesday and Friday during our breeding season March 1 –July 31 2015. If the mare owner requires semen before or after our normal season, please contact us. Other arrangements can often be made. Collections may be possible on weekends but at added cost to the mare owner. Federal Express and UPS do not ship on weekends or statutory holidays. Greyhound shipping is closed Sundays. Creekside Farm will make every effort to accommodate mare owners whenever possible.

Mare owners must contact Creekside Farm via phone or e-mail 24 hours prior to shipping time to request semen shipment. For semen shipments placed less than 24 hours prior, we will try to accommodate but cannot guarantee. A rush order fee may apply.

Standard semen shipment includes 2 doses, on busy peak days or on late orders one dose of semen may be shipped. Creekside Farm will provide fresh cooled semen in viable condition from the above named stallion at the time of delivery, to the Purchaser at the address provided. The stallion owner is not responsible for any semen shipments that are lost, delayed or damaged during transport.

The semen shipment from the above named stallion is to be used only on the mare named in this contract. If the mare owner encounters unforeseen circumstances which result in the semen being used on a mare other than the above named in the contract, the mare owner agrees to contact Creekside Farm immediately and provide a contract and stud fee for said mare.

The mare owner assumes all responsibility for the risk of loss or damage to the mare by death, disease, injury, infection or otherwise, and by any cause including inappropriate, untimely, or negligent insemination or failure of insemination and therefore releases, discharges, indemnifies and hold harmless Creekside Farm and it's owners, it's employees and agents from any and all damages associated therewith.

The mare owner agrees that no embryo transplants from the above named mare using semen from a Creekside Farm stallion are to be done without the prior written permission of Creekside Farm.

If the mare fails to conceive during the 2015 season the mare owner is entitled to a return breeding the following two (2) years. It will be the Purchaser's responsibility to pay the new season's booking fee and all collection and transportation fees.

It is agreed that should the stallion be sold, die or be unable to produce viable semen. Creekside Farm will substitute frozen semen from the above named stallion if available or fresh semen from another Creekside Farm stallion of the mare owners choice. Maximum time limit on this contract is three (3) years.

Interest will be charged at a rate of 1.9% monthly on all balances owing after 30 days.

Creekside Farm's goal for every breeding customer is that they have a live and healthy foal at the end of their contract. We ask mare owners to commit to due care at foaling and following proper mare care throughout gestation. In return, if the breeding does not result in a foal which is still standing 10 days after birth, the customer may rebreed in the following breeding season, providing semen is still available. It will be the mare owner's responsibility to pay the new season's booking fee and all collection and transportation fees. Creekside Farm encourages all breeding customers to contact us to discuss any further unfortunate circumstances they find themselves in. The Live Foal Guarantee will be carried forward for a maximum of 2 breeding seasons.

The laws of the Province of Alberta shall govern this contract.

Fees:

- \$ 150.00 per collection, 1st collection is included in Stud Fee
- \$ 40.00 disposable shipping container per collection, including first collection
- \$ 150.00 rush collection (if applicable)
- \$ 80.00 courier to airport (if applicable)
- \$ 50.00 courier to bus depot (if applicable)
- \$ 25.00 transport to Digital Post for Fedex (if applicable)
- \$ 50.00 credit card convenience service fee when paying stud fee by credit card.

Location Semen will be shipped to:

Name: _____ Phone: _____

Address: _____

E-mail: _____ Cell: _____

A credit card number must be provided prior to any shipment to cover all courier, shipping, collection and container fees.

___ Visa ___ MC Card # _____ Exp _____

***This contract is not binding until Creekside Farm has accepted and returned a copy to the mare owner. Please include copy of mare's registration papers.

Signature of Mare Owner

Creekside Farm

Accepted this ___ day of _____, 20__.

Please provide two copies of signed contract with payment payable to Creekside Farm. One copy will be returned upon acceptance.

Courier: 146169 160th Street W, Calgary, Mailing: Box 5, Site 23, RR8 Calgary AB T2J 2T9