



BREEDING CONTRACT

RIBSTONE HILL RANCH

PO BOX 490 (12021 Township Rd 470)

VIKING, ALBERTA T0B 4N0
336-2452 FAX

780-336-2453

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This certifies that _____, herein referred to as Mare Owner,
will breed mare _____, registration number _____;
to: Rollin on Firewater, 2003 Palomino Stallion, registration #
4401596,

owned by Rod and Georgina Mattinson of Viking, Alberta, Canada T0B 4N0. The stallion stands at Beckwith Veterinary Clinic Ltd. At 23164 Twnshp Rd 520, Sherwood Park, Alberta under the care of Dr. Charles W. Briggs.

1. The breeding fee is \$1,250.00 which includes a non-refundable booking fee of \$250.00 which shall be payable upon execution of this contract. The balance of this fee must be paid upon receipt of invoice when Mare is picked up. Mare Owner may not remove Mare from Breeder's possession until all expenses are paid in full.
2. Breeder agrees to provide suitable facilities for the care and feed of mare and/or foal; that being under the care of Beckwith Vet Clinic Ltd. Mare Owner agrees to pay for care and feed as per attached Mare Care Charges list.
3. Breeder will exercise judgement consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian services as necessary. Breeder's veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. All veterinarian expenses will be paid by Mare Owner.
4. Mares that are not halter broken will not be accepted.
5. The mare shall be in a healthy and sound breeding condition, free from infectious, contagious, and transmissible diseases. A current negative Coggins Test, Photostat copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany mare; if they do not, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. Breeder reserves the right to refuse mare if not in satisfactory condition. If mare is refused, the booking fee shall constitute liquidated damages.
6. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare.

7. This Contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If foal is born dead, there are return privileges for the following season only! If after being pronounced "safe in foal" the mare should miscarry, abort or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return here for breeding during the current breeding season April through June, or the following year. Owner must notify Breeder within 10 days and receive a veterinarian's statement confirming death. All Rebreds are for the following season only, No exceptions!
8. A "Breeder's Certificate" will be issued for the foal, conceived by this mating when stallion fee and all other expenses have been paid in full and, when mare has either, at Breeder's option, (a) been pronounced safe in foal, or (b) has produced a live foal by this mating.
9. Both parties agree that Ribstone Hill Ranch, the breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or accident was by the wilful and wanton gross negligence of the Breeder; and the Mare owner is not liable for death, sickness, and/or accident including consequential damages caused to the stallion.
10. It is further agreed that should the stallion die, be sold by owner, or become unfit for service prior to settling mare, that \$1000.00 of the breeding fee will be refunded, if it has been paid in full. If Mare Dies or becomes unfit to breed, Mare Owner has the option to breed another mare.
11. This Contract is non-assignable and non-transferable.
12. This Contract is entered into the Province of Alberta and will be interpreted and enforced under the laws of that province. If any clause in this Contract is against provincial law, then that clause shall be null and void.
13. Should either party breach this contract, the breaching party shall pay for the other's court cost and attorney's fees related to such breach.
14. This Contract represents the entire agreement between the parties. No other agreements of promises, verbal or implied, are included unless specifically stated in this written Contract. Additional conditions should be individually initialled by each party. If none, check box .
15. On shipped semen mares the balance of the Stud Fee AND 1st shipment shall be payable a minimum of 10 days before semen will be shipped.
16. Ribstone Hill Ranch will begin shipping cooled semen April 1 200__ and will stop shipping semen and servicing mares on June 30, 200__. Mares at Beckwith Veterinary Clinic have a breeding priority on any given day; therefore, we make no guarantee cooled semen will be available for a specific day.
17. There will be a limit of three (3) shipments per breeding season per mare. There is a \$_____ charge for each shipment.
18. Ribstone Hill Ranch will pay the shipping charges of normal shipments. A request for shipment of cooled semen must be made at least 24 hours prior to ship time. Cancellations must be made by 8:00 am shipping day.
19. Ribstone Hill Ranch agrees to ship cooled transported semen as described above. If a mare fails to settle for any reason, mare owner will hold Ribstone Hill Ranch blameless.

When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Breeder's Signature	Date	Mare Owner's Signature	Date
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Description of Mare	Mare Owner's Address & Telephone
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Booking fee of \$250.00 received by _____.