

Branley Ash Sportponies Inc.

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MILKY WAY 2023 BREEDING CONTRACT

This contract is made _____ (day/month) of 2023 between Branley Ash Sportponies, Ashland Farm and _____, **Purchaser**, for the breeding of the Mare named _____, to the German Riding Pony **MILKY WAY** (DE441411207914). The EARLY BOOKING breeding fee for the above named stallion is \$850.00 for breedings booked before February 1st, 2023. The Regular breeding is \$1000.00. Collection fees are additional, HST will be added for Canadian clients.

Mare Information:

Mare's Name: _____ Date of Birth: _____

Breed & Registration number: _____

Sire: _____, Dam: _____, Sire of Dam: _____

Studbook/Registry; the foal will be registered with: _____

This mare is booked by name and the booking is valid to this mare only. Neither booking nor the return privilege can be transferred without written permission from the stallion owner.

The Mare's health condition is the responsibility of the Purchaser. The Purchaser will insure that the mare is in sound breeding condition. We recommend that purchaser's vet examine and assess your mare's breeding soundness, and your mare should have a negative uterine culture prior to breeding. We expect you to follow your veterinarian's recommendation.

We recommend that the Purchaser vaccinate the mare for Rhinopneumonitis (Equine Herpes Type 1) at 5, 7, and 9 months of pregnancy, the purchaser shall also ensure that the mare is kept in proper condition, and be kept up to date on all worming and all other vaccinations.

The FULL breeding fee must be received before any semen will be shipped. The breeding fee includes the first collection.

We strongly recommend that the above named mare be checked for pregnancy and ultrasounded by a veterinarian 14-17 days post breeding. The mare should be re-checked between 28-35 days for pregnancy. The Purchaser must inform Branley Ash Sportponies of the above named mare's pregnancy status by day 45.

The breeding fee does **not** include the collection fees, container or any shipping fees. A Collection fee of \$275.00 (+HST for Canadian clients) per collection will be charged for each collection needed within the same breeding season and must be paid prior each additional shipment of semen. The

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Purchaser is solely responsible for all shipping fees. Equitainers are available on a first-come first-serve basis and can be used upon request. New disposable containers are available at a cost of \$60.00+HST and do not need to be returned. All collection, container and shipping fees will be billed by Ashland Farm.

Branley Ash Sportponies agrees to provide fresh cooled semen viable at the time of collection from **MILKY WAY** to the shipping address provided on the Semen Request Form.

Stallion owner is not responsible for any semen shipments that are lost, delayed or damaged during transport. This semen must be administered by a licensed veterinarian or by a breeding technician approved by Branley Ash Sportponies, on the day of delivery, or the LFG and the contractual obligations may not apply.

The Purchaser assumes all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare what so ever by death, disease, injury, infection or otherwise, and by any cause whatever, including inappropriate, untimely, or negligent insemination or failure of insemination and therefore releases, discharges, indemnifies and hold harmless Branley Ash Sportponies, Ashland Farm and it's owners, it's employees and agents from any and all damages associated therewith.

The Purchaser agrees that no embryo transfers from the above named mare using semen from a Branley Ash Sportponies stallion are to be done without the prior written permission of Branley Ash Sportponies.

If the mare fails to conceive during the 2023 season the Purchaser is entitled use the breeding in the following **two** seasons. Purchaser must inform Branley Ash Sportponies by no later than October 31, 2023 as to whether the mare is in foal or not. This report must be sent to Ashland Farm, so that the Live Foal Guarantee (LFG) and return breeding will be honored. It will be the Purchaser's responsibility to pay the booking fee, collection fees, shipping and container fees the following season(s) – costs may vary from year to year.

Live Foal Guarantee: If the mare, after being checked in foal, aborts or does not produce a live foal that can stand and nurse on its own, and survive 30 days after birth, the Purchaser is entitled to a return breeding in the following years (2024 & 25). It will be the Purchaser's responsibility to pay the new seasons booking, collection (if applicable) and shipping fees. A veterinary certificate is required within five (5) days from the date of death or examination. Otherwise the LFG is Null and void.

It is agreed that should the stallion be sold, die or be unable to produce viable semen, Branley Ash Sportponies will substitute frozen semen from the above named stallion if available or fresh semen from another Branley Ash Sportponies stallion of the mare owners choice. Maximum time limit on this contract is two (2) years.

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A certificate of service will be issued to the mare owner once all fees have been paid in full, and once the stallion owner receives notification of the birth of the foal.

Should said mare be coming to Ashland Farm, for on farm breeding, the mare owner is required to provide a negative cervical culture certificate, a negative Coggins test and proof of yearly vaccinations, before or upon delivery. Daily mare care fees are \$22.00+HST per day, or \$27.00 +HST per day, with a foal, and includes handling, stall/turnout, bedding, and feed. All veterinary expenses will be billed directly to the mare owner by the vet.

This contract shall be binding upon both parties, when accepted by Purchaser. This contract is transferable only with written permission from the stallion agent/owner.

The laws of the Province of Ontario, Canada shall govern the terms of this agreement.

Payments methods accepted are: Cash, Check, PayPal and E-Transfer
Convenience fees apply for CC/PayPal payments.
For e-transfer please send to branleyash@outlook.com

Mare Owner/Lessee: _____

Signature: _____

Address: _____

City/Prov.: _____ Postal Code: _____

Phone#: _____ Fax #: _____

E-mail: _____

PLEASE COMPLETE CREDIT CARD FORM FOR SHIPPING AND ANY ADDITIONAL COLLECTIONS REQUIRED.

Mare Owner's Name: _____

Signature: _____