



Les écuries Emeska Stables
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2027 COOLED SEMEN BREEDING AGREEMENT FOR NUIT D'EMERALD HMS

Between

Michelle Tremblay for Emeska Stables, hereinafter « The stallion owner ».

And

Name _____
Company _____
Address _____
Email _____
Phone _____
Fedex # _____

Hereinafter « The mare owner ».

The mare to be bred to the stallion is :

Name _____
Registry _____
Registration number _____

Foal to be registered with (check one) :

- | | |
|---------------------------------------|--|
| ☐ CWHBA | ☐ KWPN-NA |
| ☐ CSHA | ☐ WESTFALEN |
| ☐ ISR/OLD-N.A. | ☐ Other (specify) _____ |

1. The mare owner hereby agrees to purchase cooled semen at the breeding fee of \$1500 CAD (plus applicable taxes for Canadian Residents). Payment in full has to be received by the stallion owner within 10 days after signature of this contract, otherwise it will be null and void. Mare owner is responsible for all shipping fees and collection fees. The \$1500 CAD breeding fee includes the first collection and booking fee.

MARE OWNER _____ STALLION OWNER _____

2. Fresh cooled semen will be shipped from Saguenay, Québec. Request for semen shipment needs to be made by 9PM EST via email to info@emeska.com the day BEFORE semen is to be collected and shipped. Rush orders that are made after 9PM the day before semen is to be collected may not be possible, or could be charged a rush fee of 100\$ CAD (+QST/GST).
3. The stallion owner collects and ships semen on a **Monday to Friday** schedule, from April 1st to September 1st of the year. Semen can be picked up at the farm or shipped by FedEx overnight (Canada), FedEx International Priority (USA) or Expedibus (Québec). Note that same day service from Saguenay via Expedibus may not be available to all terminals, and that Saturday is not available in most locations with FedEx. **It is the Mare Owner's responsibility to make sure that semen can be delivered to its location when semen is needed.** The stallion owner shall not be held responsible for any issue related to semen shipping and/or delivery, including but not limited to, customs delays or delayed flights. The mare owner must provide a valid FedEx account number and is responsible for any claim they may want to place with FedEx.
4. Two doses of semen will be shipped unless there are multiple requests on the same day, in which case only one dose will be sent. If more requests for semen are being received than semen can be shipped on the same day, requests will be filled in order they are received.
5. The mare owner warrants that said mare is in sound breeding condition as determined by a qualified veterinarian. The mare owner agrees that the mare will be bred by a Veterinarian or technician with considerable experience in artificial insemination who has access to a veterinary ultrasound machine.
6. Should the mare fail to be in foal after initial insemination, the stallion owner agrees to ship cooled semen for a repeat service AFTER receipt of :
 - a) signed veterinarian certificate confirming that the mare is not in foal and
 - b) a collection fee of 226.14\$ CAD + QST/GST is paid (260.00\$ CAD total).Should the mare fail to be in foal after the first breeding season, the mare will have return breeding privileges for two seasons following the first booked season. The contract is not transferable to another mare or to another mare owner with the exception as stipulated in section 9 below.
7. Should the stallion die, become unfit for service, be sold, or be unavailable for any reason including attending a horseshow or disease, to fulfil this contract, the contract shall be transferred to a different stallion owned by the stallion owner, of equal or less stud fee. Shall the mare owner want to transfer to a stallion owned by the stallion owner which has a higher stud fee, the difference in stud fee must be paid to the stallion owner.
8. For live foal guarantee to be valid, the following conditions must be met:
 - a) A licensed veterinarian must examine the mare and advise the stallion owner in writing of the mare's pregnancy status within 50 days after the last insemination date or by September 15, whichever comes first. If this notification is not provided, the live foal guarantee and return breeding privileges of this contract becomes null and void.

MARE OWNER _____ STALLION OWNER _____

- b) Should the mare not produce a live foal (i.e. a newborn foal that stands, nurses and/or lives for 72 hours), the mare owner is entitled a 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 of death or the guarantee becomes null and void. This clause is also binding in case of abortion. If the mare resorbs her pregnancy, written verification of this fact from your veterinarian is required.
9. Should the mare become unable to be bred as verified by a veterinarian, the contract can be transferred to another approved mare owned or leased by the mare owner.
10. Should the mare owner decide to sell this contract to another mare owner, a re-booking fee of 300.00\$ CAD shall be paid to the stallion owner before any semen is shipped to the new mare owner.
11. This agreement is binding upon the parties herein and reflects the entirety of their agreement.
12. This agreement and any matter or dispute arising out of or related to the subject matter of the agreement, shall be governed, construed, and enforced in accordance with the Laws of the Province of Quebec. Any dispute arising from this contract shall be deposited to the Québec Court, district of Chicoutimi.

Signed in Saint-Honoré, QC , on _____

Michelle Tremblay
Emeska Stables
STALLION OWNER

Signed in _____ , on _____
(city, province/state) (Date)

MARE OWNER NAME

MARE OWNER SIGNATURE