



STANDARDS EQUINE
55323 RR 273 Sturgeon County, AB
T8R 1X9
(780) 722-6383

STALLION LABAMBA SE
2018 BREEDING CONTRACT

This Equine Breeding Agreement (the “Agreement”) is entered into as of _____ by and between Amanda Preston, Standards Equine with its principal place of business at 55323 RR 273, Sturgeon County, AB (“Standards Equine”) and the breeder identified below (the “Breeder”) for the purpose of breeding the Stallion identified below (the “Stallion”) to the Breeder’s mare identified below (the “Mare”), with the goal of producing one Live Foal, defined as a foal that stands, nurses, and survives the first 72 hours after birth.

1. BREEDER: BREEDER INFORMATION

Breeder’s
Name: _____
Address: _____
Phone: _____ (home) _____
(cell) _____ (work) _____ (fax)
Email: _____

2. STALLION. STALLION INFORMATION (the “Stallion”) Stallion’s Name: LaBamba SE
Breed/Registration Number: Rheinland Pfalz-Saar International DE451516118610

(a) The Mare Owner shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in this Agreement. All breeding under this agreement is to be by artificial insemination via cooled or frozen semen.

(b) The breeding season for the Stallion via cooled semen is June 15, 2018 to August 15, 2018.

(c) In the event that the Stallion should be unavailable for breeding by cooled semen due to illness, injury, infertility, death, sale, or for any other reason, the Breeder will receive frozen semen from the Stallion. The Breeder’s selection of a replacement stallion is subject to availability. If, and only if, the Stallion becomes unavailable prior to the first shipment of semen to the Mare, the Breeder may alternatively elect to receive a refund in full of the Breeding Fees. After the first shipment of semen, there will be no refund of Breeding Fees.

3. MARE. MARE INFORMATION (the "Mare")

Mare's Registered Name: _____ Mare's

Barn Name: _____ WILL THIS

BE AN EMBRYO TRANSFER BREEDING? Yes or No

Age: _____ Height: _____ Breed: _____

Registration #: _____

A COPY OF YOUR MARE'S REGISTRATION PAPERS MUST BE ATTACHED.

Registries Mare is Approved for Breeding with: _____

Preferred Registry for Your Foal: _____

Mare's Breeding Status: _____ Planned Month of Breeding: _____

Mare's Breeding History: Years Bred; _____ Foals Produced; _____

Any Health

Concerns _____

(a) A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended but not required for all mares. If a mare fails to settle after two breeding cycles, the Breeder will be required to submit culture and cytology results to Hilltop prior to any additional shipments of semen.

(b) The Breeder may substitute a new mare that is owned or leased by the Breeder if the above Mare is no longer suitable for breeding. Complete information on the new mare must be supplied to Standards Equine prior to requesting or using semen. The substitution of a replacement Mare does not extend the original terms for the Agreement.

4. EMBRYO TRANSFERS

(a) Standards Equine must be notified at the execution of this Agreement if the Breeder intends to use Embryo Transfer as a means of producing a foal from this breeding. It is the responsibility of the Breeder to arrange for the Recipient Mare or Mares and the Breeder bears all costs, responsibility, and risk associated with them.

(b) In the case that multiple embryos are recovered from the Donor Mare, the additional embryos may be transferred to multiple Recipient Mares at the Breeder's discretion. The Breeder must notify Standards Equine of any additional pregnancies not later than 18 days post implantation. An additional Breeding Fee of 50% of the Breeding Fee as set out in the Agreement will be due for each additional Live Foal resulting from the transfer of multiple embryos from the same breeding. The additional Breeding Fee for each additional Live Foal is due not later than one week after the birth of each additional foal.

(c) Permission to transfer multiple embryos from one breeding of the Donor Mare does not in any way imply the right to breed any mare other than the identified Donor Mare to the Stallion with semen shipped pursuant to this Agreement, or to re-breed the Donor Mare with semen shipped pursuant to the Agreement while there is at least one viable pregnancy or if a Live Foal has been produced. If the Breeder wants to rebreed the

Donor Mare to achieve additional pregnancies while there is a successful surrogate pregnancy in progress, a new Breeding Agreement must be executed.

4. FEES

2018 BREEDING FEE: \$1250 CAD (\$350 Booking Fee + \$900 service fee)

- (a) Payment of Fees. The Booking Fee (\$350) is due upon execution of this Agreement. The remaining Service Fee can be paid at the same time as the Booking Fee or any time prior to the first shipment of semen.
- (b) Collection and Shipping Fees. Collection and shipment of semen for Standards Equine stallions is performed by reproductive veterinarians in Langly, BC. ("Vets"). The preparation of semen and shipping expenses (which together comprise the Distribution Fees ("Distribution Fees")) are set out in Standards Equine's Schedule of Breeding Fees for the current breeding season and are payable to Vets. The first collection of semen is included in the breeding fee for 2018. Any subsequent collection fees will be charged to the Breeder. The Distribution Fees will be charged to the Mare Owner's credit card prior to each semen shipment.
- (c) Container Security. Semen is shipped in specialized containers which are not available through Standards Equine. The Breeder shall secure use of a specialized container for purposes of transporting semen.
- (d) Credit Card Required. Standards Equine requires that the Breeder provide valid credit card information for the billing of Distribution Fees prior to each shipment of semen. Other fees may be charged directly to the credit card at the Breeder's request. The Breeder's signature on the Credit Card Authorization Form that follows this contract is authorization for Standards Equine and/or Vets to charge the credit card for Distribution Fees as well as for the amount of any returned check plus relevant bank fees.

6. SEMEN SHIPMENT AND ADMINISTRATION.

- (a) Upon payment of the Breeding Fee the Breeder is entitled to shipments of semen from the Stallion during Standards Equine's 2018 breeding season until the Mare conceives and sustains a pregnancy.
- (b) In order for Standards Equine to issue a breeding certificate for the breeding contemplated under this Agreement, the Mare must be bred by a licensed veterinarian or a breeding technician approved by Standards Equine. The same person must sign the Mare Breeding Passport.
- (c) Cooled semen may not be frozen for future use, and semen provided under this Agreement may not be used to breed any mare other than the Mare identified in this Agreement or to re-breed the Mare once a Live Foal has been produced or a Recipient Mare is confirmed in foal under this Agreement.

(d) The Mare Owner assumes the risk of missed breeding opportunities due to problems with timing of the Mare's ovulation, the Mare's fertility, shipping or handling of the semen after it leaves Vets.

(e) If frozen semen is utilized and unused doses remain after the mare is confirmed in foal 60-days post ovulation, all unused frozen semen must be returned to Standards Equine.

(f) Semen is typically available Monday through Friday (no collections on Weekends or Holidays). As the Stallion is still training and competing, he may not be available at optimal times for cooled collection. The Breeder may elect to receive frozen semen (if available) from the Stallion in these situations or wait until the Mare's next cycle when the Stallion is available. Please keep Standards Equine notified as the Mare enters her breeding cycle. Fresh cooled semen shipments from this stallion must be shipped via airline or picked up at Vets.

(g) Cooled semen stallions are available for collection Monday thru Friday.

Requests for semen must be made by 9PM Mountain Time of the day preceding collection and shipment or pick-up. Notification must be given at least 7 days prior to expected collection date for preparations to be arranged. Failure to provide adequate notice may result in refusal to collect. ALL requests for semen shipments must be made via TELEPHONE. Late notifications will be accommodated if possible, but cannot be guaranteed and there will be an additional late fee assessed by Vets.

6. SHIPMENT DESTINATION INFORMATION

Attention: _____

Address: _____

Special Delivery Instructions: _____

Waive Signature: (circle one) YES or NO

Phone: _____ (home) _____ (cell)

_____ (work) _____ (email) Preferred

Airport for Shipping if Same-Day Shipment Needed:

_____ VETERINARY

INFORMATION (if different than Shipment Destination)

Vet's Name: _____ Clinic Name: _____

Address: _____

Phone: _____ (work) _____ (cell)

_____ (fax) _____ (email)

7. PREGNANCY CHECKS. The Mare Owner agrees to submit to Standards Equine confirmation of the mare's pregnancy at 14-16 days post-ovulation and at 55-60 days post ovulation. Standards Equine recommends additional pregnancy checks at 28 days postovulation and between 35-40 days post-ovulation. The completed Mare Passport must be received by Standards Equine not later than September 15th . If pregnancy checks are still pending at that time, the Mare Passport should be returned and written confirmation of additional checks should be sent following each pregnancy check that occurs after September 15th.

8. BREEDING CERTIFICATE. Upon written confirmation of pregnancy at 60 days, Standards Equine will issue a Breeding Certificate for the appropriate breed registry. In the case of Embryo Transfers, no Breeding Certificate will be issued for additional pregnancies until any additional Breeding Fees due have been received by Standards Equine.

9. BREEDING CREDIT. Breeder will receive a credit valued at 50% of the total breeding fee paid on this contract to be used towards a 2019 breeding agreement under the following conditions:

(a) a Mare Breeding Passport signed by a licensed veterinarian must be received by Standards Equine not later than September 15th in the first season under this Agreement, certifying that the Mare has not become pregnant during the first breeding season; or

(b) the Mare fails to produce a Live Foal, Standards Equine is verbally notified within 72 hours of the foal's death, miscarriage or discovery of reabsorption, and such verbal notification is followed within ten (10) days by a signed written statement from a licensed veterinarian stating the details of the loss of the pregnancy or foal. If such notification is not received within the period required, there will be no breeding credit.

(b) In the case of Embryo Transfers, the Right of Return shall apply only if there is no Live Foal produced from any implanted embryos. Loss of additional foals from multiple implanted embryos does not entitle the Breeder to the Right of Return if there is at least one Live Foal produced under the Agreement.

10. TERM AND TERMINATION. This Agreement shall continue until both parties have met their obligations hereunder. The last date for Standards Equine to provide semen for breeding under this Agreement is August 15, 2019.

11. ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION. The Breeder assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling period, including all veterinary and other additional costs of breeding the Mare, and assumes all risk of loss or damage to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Breeder acknowledges that breeding provides heightened physical risk

to a mare and agrees to waive any claims against, indemnify, release and hold harmless Standards Equine, Vets, their directors, agents, employees and assigns, from any and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind that are in any way related to the Mare or to the breeding or insemination of the Mare.

12. GENERAL TERMS. Standards Equine's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair Standards Equine's future right to enforce its rights hereunder. The Breeder may not assign this Agreement or any interest in this Agreement without the prior written consent of Standards Equine. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the Province of Alberta without regard to conflict of law principles, and the courts of the Province of Alberta and shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the sport horse breeding industry.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered into this Agreement on the date first written above.

STANDARDS EQUINE

BREEDER

By: _____ By: _____

DATE

DATE

Standards Equine Credit Card Authorization Form

The undersigned card holder hereby authorizes Standards Equine and/or Collecting Veterinarians to charge the credit card below for distribution charges in connection with the shipment of equine semen, or any amounts due to Standards Equine which are outstanding at least 60 days past the date of invoice, and for any other amounts due to Standards Equine that I request be directly charged to my card. This authorization shall last until the completion, expiration or cancellation of any contract into which I have entered with Standards Equine:

Please print clearly!

Visa, American Express or MasterCard Number:

Expiration Date: _____

Verification ID # (3 digits on back of credit card): _____

Name of Card Holder as it appears on card:

Billing address for card:

Card Holder Signature:

Please initial below if applicable: _____ I am enclosing payment for my Breeding Fee by check. OR _____ Charge my Booking & Service Fees to my credit card at this time. OR _____ Charge to my credit card the Booking Fee now and the remaining Service Fee prior to the first shipment of semen.