

# ***EB Irish Sensation***

## Breeding Contract

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
**Between Reg Lowther** (“stallion owner “), and (“mare owner”)

NAME: \_\_\_\_\_ PHONE NUMBER : \_\_\_\_\_

FARM NAME \_\_\_\_\_ CELL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

### Introduction

1. Stallion owner is the owner of the purebred Straight Egyptian Arabian Stallion,  
**EB IRISH SENSATION CAHR # 0044036 (“Stallion”):**
2. Stallion will be standing a:

#### **Desert Roots**

**253 Peters Rd. RR # 4**

Colborne, Ontario, Canada. K0K-1S0

E-mail: [reglowther@start.ca](mailto:reglowther@start.ca)

Phone: 905 355-1033

Web Site: [www.desertroots.ca](http://www.desertroots.ca)

3. Mare Owner has certain rights in the mare described below ( “ Mare “ ) and desires to breed her to Stallion during the breeding season commencing on or about February 1, 2010 and ending on or about September 30, 2010.

Name of Mare, \_\_\_\_\_ . Breed, \_\_\_\_\_ .

Sire, \_\_\_\_\_ . Dam, \_\_\_\_\_ .

Date Foaled, \_\_\_\_\_ . Color, \_\_\_\_\_ .

AHA registration #, \_\_\_\_\_ . CAHR #, \_\_\_\_\_ .

# AGREEMENT

For the fee of \$750.00 a live foal is guaranteed (LFG.), subject to the following conditions:

The stallion fee includes a non-refundable booking fee of \$200.00, payable with this contract, the balance of which must be paid with other expenses when mare is picked up or when Mare Owner is invoiced, whichever is first. Invoices are payable upon receipt. Mare Owner may not remove Mare from Breeder's possession until all expenses are **PAID IN FULL**. In the event the Mare Owner does not pick up Mare after 60 days from vet-checked in-foal, additional charges may apply for boarding of such Mare, including but not limited to forfeiture of said horse for dispersal at sale, for any monies owed including any attorney's fees, sales fees, etc. applicable by the Province of Ontario.

Mare owner agrees to pay for care and feed at the rate of \$8.00 per day for a dry mare: \$10.00 per day for a wet mare. Breeder agrees to provide care and feed for the mare and / or foal while in his custody and exercise judgment consistent with the recognized standards in the supervision of mare and foal. Breeders assume responsibility for arranging veterinarian and farrier services, and administer medical care, as deemed necessary, for the health and safety of the mare and / or foal. All veterinarian and farrier expenses will be the responsibility of the Mare Owner.

Mares that are not halter broken, will not stand tied, or are otherwise difficult or dangerous to handle and manage will not be accepted. Rear shoes will be removed at Mare Owners expense or if removed by Breeder an additional charge of \$25.00 (twenty- five dollars) will be assessed. **NO EXCEPTIONS.**

Mare shall be in a healthy and in sound breeding condition, free from infectious, contagious, or transmissible diseases. **MUST HAVE EVA VACCINATION OR HAVE TESTED NEGATIVE FOR EVA WITHIN THE LAST 30 DAYS PRIOR TO ARRIVAL AT BREEDING FACILITY.** A current negative Coggins Test (within 3 months), immunization records and date of last worming are required. It is recommended that Mare receive a Pre-Breeding Exam and have a Uterine Culture done prior to arrival. If not, Breeder may veterinarian examine, vaccinate, test and/ or treat Mare at Mare Owner's expense. If Mare and/ or foal are trailered to Veterinarian for examination and/ or treatment, a fee of \$45.00 (forty- five dollars) will be charged per trip. Breeder reserves the right to refuse Mare if not in satisfactory condition. If Mare is refused the booking fee shall constitute liquidated damages. Desert Roots, the Breeder, their agents or employees will not be held liable for accidents, escape, sickness, injury, or death to Mare and/ or foal. Signature of Mare Owner signifies his/her approval of the facility at which Mare and/or foal are to be kept during their stay.

A copy of the mare's registration papers, front and back, showing Mare Owner as the same person signing this contract, must accompany must accompany Mare to Breeding Farm. If this Mare is not registered, Mare Owner listed is actual owner and has authority to breed Mare. If Mare has more than one owner, all Mare Owners must sign this contract.

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. All FOALS FROM EB IRISH SESATION ARE ELIGIBLE FOR REGISTRATION WITH AHR (American Horse Registry) and CAHR (Canadian Arabian Horse Registry).

This contract contains a "Live Foal Guarantee LFG.". Live foal is described as a newborn that stands and nurses without assistance. If a foal is born dead, there will be return privileges for the 2011 season only, if Breeder is notified within 5 days of birth and receives a statement by a veterinarian confirming death of Foal, at no fault of the Mare Owner. If after being pronounced " safe in foal", should the Mare miscarry, abort, or prove barren after leaving the Breeding Farm, Mare Owner has the privilege to return Mare for breeding during the current breeding season ending on September 30. The LFG becomes null and void if the Mare is picked up from the Breeding Farm before a licensed veterinarian has examined her by palpitation or ultrasound and found Mare to be "safe in foal", or Mare is returned to training or competition after being pronounced "safe in foal". This contract is non-transferable for LFG. A \$150.00 chute fee will apply on return mares, along with applicable mare care. NO BOOKING OR BREEDING FEES WILL APPLY.

A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion breeding fees and all other expenses have been paid in full, and when Mare has produced a live foal by this mating.

If Mare dies or becomes unfit for breeding prior to becoming pregnant, then Breeder will accept an approved substitute for breeding. If the Stallion dies, is sold, or becomes unfit for breeding prior to settling the Mare, the Mare Owner may apply all monies paid toward breeding to another stallion owned by Breeder.

It is recommended by Breeder that Mare be vaccinated for Rhino pneumonitis (killed virus vaccine) during the 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> month of pregnancy. Also annual boosters for VEW, Tetanus, Flu, Rhino, and Rabies is recommended to be given to Mare 30 days prior to foaling as well as regular worming. All pre-natal care is the responsibility of the Mare Owner.

This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. EVA TESTING AND VACCINATION OF EB IRISH SESATION WILL BE COMPLETED BY 02-28-2010

Other; \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This contract is entered into in the Province of Ontario 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.

---

**\*\*\*\*\* Upon signatures of Mare Owner and Breeder, this contract will then be binding on both parties, subject to the above terms and conditions. \*\*\*\*\***

Mare will be delivered to the Breeder (approx. Date) \_\_\_\_\_

Mare will be dry \_\_\_\_\_ or foal at side (wet) \_\_\_\_\_

Date of last foaling \_\_\_\_\_

Does this Mare have any special needs, lameness, etc?

---

---

---

**Mare Owner** \_\_\_\_\_.

Name as on Papers. \_\_\_\_\_.

Mare Owner's Signature, \_\_\_\_\_.

Date, \_\_\_\_\_.

**Stallion Owner,** Reg Lowther

Address; 253 Peters Rd. RR# 4.

Colborne, Ontario. Canada K0K-1S0.

Breeder's Signature, \_\_\_\_\_.

Date, \_\_\_\_\_.

.

<p><b>Make cheques payable to: Reg Lowther</b></p>
--