

Exhi Partnership
c/o TC Westmeath Stud Farm
R. R. #4
Shelburne ON L0N 1S8
(519) 925-1445

Stallion Season Contract for 2012

Stallion: Exhi

This agreement made and entered into, by, and between the seller, Exhi Partnership, and the purchaser _____.

1. The purchaser agrees to breed the thoroughbred mare _____ born in _____ by the sire _____ and out of the dam _____ and the purchaser further agrees to pay the seller the balance of \$3,500.00 plus HST, when said mare produces a live foal which can stand and nurse. In the event said mare proves not to be in foal, or does not produce a foal which can stand and nurse, this contract shall become null and void.
2. The purchaser further agrees that the said mare shall be healthy and in sound breeding condition and shall furnish a veterinary certificate to that effect if requested by the seller. It is further agreed that the seller reserves the right to refuse breeding said mare to the stallion, if and when, in the opinion of a qualified veterinarian, such breeding would be detrimental to the health and welfare of said stallion. The purchaser also agrees that the Exhi Partnership veterinarian may palpate said mare and that the purchaser agrees to pay the fee for such service or any other veterinary charges that the farm manager may deem necessary.
3. If, after the breeding, the mare should die or become unfit or unable to breed, purchaser shall submit a satisfactory veterinary certificate attesting to this fact within seven (7) days of determination by the attending veterinarian. Upon receipt and approval of said veterinary certificate, accompanied by purchasers request to be released from this agreement, seller will release purchaser from this agreement, and will so notify purchaser. If, after this release, the mare is subsequently bred to any other stallion in the same breeding year without the seller's written permission, purchaser agrees to immediately pay seller the stud fee hereinabove set out without regard to any other terms or waivers herein set forth.
4. In the event said mare is sold or changes ownership, said balance of stallion fees, if unpaid, shall immediately become due and payable and no refund will be due to anyone under any circumstances. This contract shall not be assigned or transferred to any other person.

5. It is further agreed that should said stallion die, or be sold, or become unfit for service before servicing said mare, or should said mare die, or become unfit for breeding, this contract shall be null and void.
6. It is further agreed that neither purchaser, seller, employees, owners, nor guests, shall be held liable or responsible to either party for any disease, accident, or injury, to said mare or stallion.
7. It is understood that the stallion service certificate will not be issued by the seller until the service has been paid in full.
8. Purchaser shall pay the sum of two percent (2%) per month as an interest charge (24% annual percentage rate) on any payment which remains unpaid for 30 days past the due date as agreed herein, unless limited by applicable law, and if so limited then interest at the maximum rate allowed by law. If upon default of purchaser, collection of the sums hereunder is turned over to the seller's attorney, purchaser agrees to pay costs and reasonable attorneys' fees incurred by seller to the fullest extent allowable by law.
9. It is agreed the purchaser shall pay board and veterinary charges before said mare is released from Exhi Partnership.
10. In order to secure payment of the breeding fee provided herein, Purchaser grants the seller a security interest in the foal to be produced. Purchaser further grants the seller a security interest in the stallion service certificate applicable to the foal produced as a result of the breeding season sold herein.
11. To be valid and binding, this contract must be signed by both the purchaser and the seller.

Purchaser: _____
 Address: _____

 Home Ph: _____
 Bus Ph: _____

Seller: Exhi Partnership
 c/o TC Westmeath Stud Farm
 R. R. #4
 Shelburne ON L0N 1S8
 (519) 925-1445

SIGNED: _____

SIGNED: _____

Accepted this _____ day of _____, 2012

Please sign and return this contract. No mare will be covered without a signed contract on file. Thank you for your support.