

## BOOKING CONTRACT

As the owner of the mare, or the owner's agent, I hereby agree to breed the mare named on this application to your stallion subject to the following terms and conditions:

- (1) The mare owner agrees that said mare to be bred shall be healthy and in sound breeding condition. It is further agreed that the mare will be bred by artificial insemination using fresh or frozen stallion semen. The mare shall be made available for breeding through the end of the breeding season, or until pronounced in foal by an accredited veterinarian.
- (2) The service fee shall be due and payable immediately when the mare produces a live foal as a result of this mating. A live foal is one that can stand up alone and nurse. Payment of service fee shall be made to the order of Tara Hills Stud Ltd. The federal harmonized sales tax is applicable to all fees. **If the stud fee is not paid within 30 days of foaling, any loyalty discount may be forfeited and the full stud fee plus a 1.5% monthly service charge will apply.**
- (3) THE SERVICE FEE IS DUE AND PAYABLE IMMEDIATELY IF THE MARE OR RECIPIENT MARE IS LEASED OR OFFERED FOR SALE OR IF THERE IS A CHANGE IN OWNERSHIP OF THE MARE OR RECIPIENT. NO REFUND SHALL BE DUE TO ANY PERSON, UNDER ANY CIRCUMSTANCES.**
- (4) If the mare fails to produce a live foal, a service fee paid in advance will only be refunded upon receipt of a certificate from a veterinarian stating specifically that the mare has been pronounced barren, aborted or has given birth to a dead foal, in which event the certificate must be presented to Tara Hills Stud Ltd. no later than thirty (30) days after foaling. In the event of a slipped foal, a service fee will be refunded only if the mare has been on an acceptable vaccination program during pregnancy for Equine Rhinopneumonitis (Contagious abortion). Unless such vaccinations were given at Tara Hills Stud Ltd., a veterinarian's statement giving the date of such vaccinations must accompany the claim for refund.
- (5) Should the stallion die or become unfit for service before servicing the mare, or if said mare should die or become unfit to be bred, then this contract is and shall be null and void. Tara Hills Stud Ltd., in its sole discretion, shall determine the fitness of both the stallion and the mare. In addition, Tara Hills Stud Ltd., in its sole discretion, may refuse to breed any mare using the semen transport procedure.
- (6) **In all cases where transported semen or transient ("trailer") breeding is requested, the mare owner agrees that all costs relating to these procedures (other than the actual service fees), shall be paid by either VISA, MASTERCARD, E-TRANSFER or CASH before delivery of the semen.**
- (7) **TARA HILLS STUD LTD IS NOT RESPONSIBLE FOR PACKAGES ONCE THEY HAVE BEEN DELIVERED TO YOUR CHOSEN COURIER, (FEDEX, AIR CANADA CARGO, ETC). WE HAVE NO CONTROL OVER FLIGHT DELAYS, CONNECTIONS AND/OR CANCELLATIONS. TARA HILLS STUD LTD IS NOT RESPONSIBLE FOR ERRORS MADE BY THE VARIOUS AIRLINES, FEDEX OR ANY OTHER COURIER SERVICES. COURIER FEE IS STILL DUE AS OUR SERVICE OF GETTING THE SEMEN TO YOUR CHOSEN COURIER HAS BEEN EXECUTED.**
- (8) **In all cases where transported semen breeding is requested, the person performing the artificial insemination assumes FULL responsibility of cross referencing the mare's freeze brand/tattoo with the label on the syringe shipped by Tara Hills Stud Ltd. and must inseminate the mare with semen of the contracted stallion.**
- (9) IF USING FEDEX FOR SEMEN DELIVERY, THE MARE OWNER MUST HAVE A VALID FEDEX ACCOUNT.**
- (10) **The progeny of Tara Hills stallions may be eligible to many stakes and other added money events and programs scheduled for individual racetracks in Ontario or elsewhere in Canada or the United States. Tara Hills hereby expressly waives responsibility for any changes in stakes conditions to be made by the sponsors of such stakes at any time.**

MARE NAME: \_\_\_\_\_

DATE: \_\_\_\_\_ INITIAL \_\_\_\_\_