

**DMESH Equestrian LLP
(DBA) Dreamcatcher Meadows Elite Sport Horses
9114 Pemberton Meadows Road,
Pemberton, British Columbia, V0N 2L2**

Stallion Contract

This contract, dated this _____ day of _____, 2010, by and between DMESH Equestrian LLP (hereinafter "DMESH"), the stallion owner and the mare owner.

Name: _____ (hereinafter "Mare Owner")

Address: _____

_____ **Phone:** _____

EMAIL: _____

Credit Card Type: _____ **Credit Card #:** _____

By their signature to this contract, the mare owner confirms a reservation to breed the mare:

Name: _____ **Registration #:** _____

Sire: _____ **Dam:** _____

to the stallion _____, if the stallion is alive, fit to breed and standing at Dreamcatcher Meadows Elite Sport Horses LLP, under the following terms and conditions.

Terms and Conditions

1. The Mare Owner shall pay a non-refundable booking fee of \$300.00. The booking fee is included in the stud fee. The booking fee is due and payable to DMESH upon execution of this contract.
2. The Mare Owner shall pay the balance of the stud fee of \$_____ to DMESH before the shipment of semen to the Mare Owner.
3. The collection/lab fee for the first dose is included in the stud fee. The Mare Owner shall pay a non refundable collection/lab fee of \$250.00 per dose for each subsequent dose (see live foal guarantee as set out in s. 5 below). All other shipping costs including any customs charges will be billed by DMESH to the Mare Owner. Pickup at DMESH can be arranged by the Mare Owner at his own cost and expense by prior arrangement with DMESH.
4. The Mare Owner shall return a copy of the mare's papers with the completed contract.
5. For this breeding season and a period of two additional breeding seasons the mare owner shall be entitled to re-breed the mare until the mare delivers a foal that stands and nurses. This

guarantee (the "live foal guarantee") shall only apply if the Breeding Reports - breeding soundness, insemination and pregnancy, or loss of pregnancy report (if applicable) are returned according to the instructions therein. If these reports are not received by DMESH as instructed, all guarantees, refunds, breedings or registration possibilities are null and void. The provisions and instructions of the breeding soundness, insemination, pregnancy and loss of pregnancy reports are hereby incorporated into this contract and made a part hereof and the parties agree to abide by the said provisions and instructions. The breeding report/certificate will come packaged with the first semen shipment of the breeding year. Please make sure to have your vet fill out the form. Your vet will also need to verify on the certificate that the mare was cultured prior to breeding.

6. If a licensed veterinarian determines that the mare is unsuitable for breeding, the mare owner may substitute a new mare subject to acceptance of a new breeding mare by DMESH. This substitute mare shall be bred under the same terms and conditions as the original mare.
7. In the event of breeding by transported semen the mare owner shall give DMESH advance notice of request for shipment no later than 12:00 PM Pacific Time the day before shipment. The Mare Owner shall pay , in addition to the booking and stud fees, all reasonable and actual costs of transporting the semen from DMESH to the Mare Owner as well as the costs of insemination of the mare by the Mare Owner's veterinarian and the expense of returning the container to DMESH. The Mare Owner will return the container within 5 days of receipt and if not returned within said 5 days then DMESH will be entitled to charge the credit card provided for this purpose the cost of replacement of the container.
8. DMESH assumes responsibility only to deliver live semen in viable condition at the time of delivery to the Mare Owner. The Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, injury, infection or otherwise, and by any cause whatsoever including inappropriate, untimely, or negligent insemination or failure of insemination and therefore releases, discharges, indemnifies and holds harmless DMESH, its partners, employees and agents from any liability for any and all damages associated therewith. The Mare Owner agrees to pay all expenses and legal fees incurred by DMESH in defending any claims for which the Mare Owner has agreed to release, discharge, indemnify and hold harmless DMESH, its partners, employees or agents.
9. The Mare Owner agrees to use the shipped semen only on the mare named above in this contract or a substituted mare as agreed in accordance with section 6 above. The Mare Owner shall have a licensed veterinarian verify in writing that the shipped semen as been used only to inseminate the mare as provided in this contract. The Mare Owner agrees to deliver such certification to DMESH as provided in the breed report provisions, instructions and deadlines.
10. If the above described DMESH stallion is not available to DMESH for re-breeding, and if re-breeding is necessary DMESH may at its option and Mare Owner's approval substitute another stallion for breeding to the mare. DMESH is not liable for refunds, re-breedings, or any other claims for stallions standing at DMESH.
11. The live foal guaranteed as set out in section 5 above is expressly contingent upon the Mare Owner properly caring for the pregnant mare. Proper care shall include, but shall not necessarily be limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in the Mare Owner's geographical area and proper intervention during foaling if necessary. Any semen shipment pursuant to this live foal guarantee will require the payment of the collection/lab fee as set out in section 3 above. All other terms of this contract will also apply.

12. The contract's timetable goes into effect during the breeding season calendar year. If the mare is not bred or does not deliver a live foal within 2 breeding seasons, starting from February 1 and ending September 1 of the first breeding season following or during the year the contract was signed (breeding seasons are Feb 1 - Sept 1) this contract will be null and void and no refunds, re-breedings or fees will be returned to the Mare Owner. The mare Owner can extend the contract for one additional breeding year by paying an additional non-refundable booking fee of \$400.00.
13. All billing statements shall be paid to DMESH within 10 days of the billing date. Interest at the rate of 1% per month shall be charged on all balances unpaid or overdue for 30 days, and the Mare Owner hereby agrees to pay such interest and concurs that such interest is a reasonable charge on overdue accounts. If the customer fails to pay any amount hereunder for more than 30 days after the billing date DMESH may immediately accelerate all other amounts due and payable. In addition if the Mare Owner fails to pay any amount due hereunder for more than 30 days after billing DMESH is not obliged to perform further under this contract until all past due amounts have been paid current.
14. The Mare Owner may not assign any rights or delegate any duties under this contract without the prior written consent of DMESH.
15. No delay or failure by DMESH to exercise its rights under this contract shall be deemed a waiver of any right or remedy available to DMESH.
16. This contract contains the entire understanding between the parties and may be modified only in writing and signed by all parties. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any remaining provisions hereunder. This contract shall be construed and governed by the laws of the Province of British Columbia and the parties expressly agree that the jurisdiction and venue for any and all disputes arising under this contract or otherwise shall be proper only in British Columbia. In the event that DMESH incurs any costs or legal fees in securing or protecting its rights under this contract or under the laws of the Province of British Columbia, the Mare Owner agrees to pay said costs and legal fees.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be signed as of the date first above written.

Mare Owner

Per: _____
DMESH Equestrian LLP