

Bayview Stud and Sport Horses

2025: Capeston Mr Darcy Breeding Agreement (By the Dose)

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1. Parties

This contract is agreed between Emma Elley of Bayview Stud and Sport Horses (Stallion Owner), and _____ (Mare Owner) for the breeding of the mare _____, to the stallion known as Capeston Mr Darcy, subject to the following terms and conditions:

2. Breeding Fee

- 2.1. **Introductory offer for 2025 Season 'By The Dose' contract:** \$750 CAD (plus HST for Canadian clients) for fresh, cooled semen including booking fee.
- 2.2. No discounts available on By The Dose contracts.
- 2.5 Semen is available via fresh, cooled semen, or frozen semen, if available, in the event fresh semen is not available.

3. Collections and Shipments

- 3.1 The collection fee for collections shipped by courier or pick-up is \$300 plus HST.
- 3.2 Payment in full for all stallion fees, collections, shipping and any other applicable charges must be paid in full prior to collection.
- 3.3 The Stallion Owner guarantees one dose (syringe) of semen to be available for the mare only named in this contract. If a second complimentary dose is available and provided, it must be destroyed if not used for the mare named in this contract, unless otherwise agreed with the Stallion Owner.
- 3.4 The Stallion Owner guarantees viable semen at time of shipment, and cannot be held liable for delays due to shipping carriers.

4. Breeding Terms

- 4.1. Both parties agree that semen is provided for the named mare named in this contract only. Confirmation of insemination and conception of mare must be received by Stallion Owner before a signed breeding certificate will be released to Mare Owner for foal's registration.
- 4.2. Embryo transfer/transplant is permitted under this 'By The Dose' contract by agreement with the Stallion Owner.
- 4.3. All fees incurred by Mare Owner for the breeding of the mare are the responsibility of the Mare Owner, including all relevant collection fees, shipping fees, any semen related expenses not otherwise specified, as well as mare or foal expenses incurred.
- 4.4. The breeding season runs from March 1st until October 1st. This will be entirely dependent on the weather and the stallion. Semen can be shipped outside of these dates totally at the discretion of the Stallion Owner. Additional fees may apply. Mare Owner understands and accepts that there will be times when the Stallion may not be available for collection. It is the Mare Owner responsibility to contact the Stallion Owner to determine the dates on which the stallion is available.
- 4.5. Stallion Owner has the right of review and refusal of any mare which would not in the Stallion Owner's judgement is a compatible match. If found acceptable, confirmation of the mare's reservation to breed to the Stallion will be sent by the Stallion Owner to the Mare Owner for the breeding season.

- 4.6. All semen orders must be received 24 hours prior to required collection of the stallion. All shipping information will be verified before shipping.
- 4.7. Mare Owner shall not be entitled to a refund of fees paid. Should the subject mare become unbreedable and such condition is verified by a certificate of a qualified veterinarian, the Mare Owner may substitute another approved mare and a new contract must be signed for the substitute mare.
- 4.8. At no time can this contract be sold or traded without the written authorization from the Stallion Owner. A \$350 CAD rebooking fee may apply to new 'owner' of the contract. In all cases, it will be the Mare Owner's responsibility to pay the new season's booking, collection and shipping fees.
- 4.9. Mare Owner warrants that mare is in sound breeding condition and agrees that mare will be bred under the supervision of a Veterinarian with considerable experience in artificial insemination as well as having access to standard equipment (e.g. ultrasound machine).
- 4.10. If the Stallion Owner is unable to supply fresh cooled, or frozen semen as an alternative, for the stallion Capeston Mr Darcy due to death or some infirmity as verified by a veterinarian during the term of the contract, the Mare Owner will be entitled to a refund of the stallion fee.
- 4.11. Live Foal Guarantee (LFG) does not apply to this 'By The Dose' contract.

5. Stallion Service Certificate and Breeder's Certificate

The Stallion Owner will issue Stallion Service Certificate on confirmation of the live foal being born and account with Stallion Owner and/or reproduction facility is in good standing. The costs associated with registering the foal are the responsibility of the Mare Owner.

6: Liability

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, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever. The Mare Owner hereby agrees to indemnify and hold harmless the Stallion Owner and affiliated parties harmless from and against any and all claims, demands, and causes of action, damage, costs, and expenses.

Losses or liabilities of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the mare, or any foal resulting from any breeding of the mare to the stallion.

7. Governing Law

The laws of the Province of Ontario, Canada shall govern the terms of this agreement.

8. Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter.

Signatures Mare

Owner:

I, _____ agree to all terms and conditions of the breeding agreement for Capeston Mr Darcy, 2025 as set out above.

Name of Mare Owner	
Address of Mare Owner	
Cell Number of Mare Owner	
Email Address of Mare Owner	
Mare's Registered Name	
Mare's Breed	
Mare's Registration Number	
Mare's Date of Birth	
Shipping Information	
Shipping Name	
Shipping Address	
Phone:	

Signed (Mare Owner): _____

Date: _____

Signed (Stallion Owner): _____

Date: _____