

## **Bayview Stud and Sport Horses**

### **2026: Capeston Mr Darcy Breeding Agreement with Live Foal Guarantee**

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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. **2026 Season Live Foal Guarantee (LFG) contract:** \$1,250 CAD (plus HST for Canadian clients) for fresh, cooled semen.
- 2.2. The 2026 breeding fee includes the seasonal, non-refundable booking fee of \$250.00 CAD to be paid at the time of booking. The stallion fee of \$1,000 CAD is to be paid prior to collection.
- 2.3. The following discounts may be available where approved by the Stallion Owner. A maximum of two discounts may be used for each mare at the same time. Discounts are quoted in Canadian funds.
  - a) Elite & Premium Mare Discount: \$50 off (must provide proof from registry)
  - b) Multiple Mare Discount: \$50 off each for two mares, \$75 off each for three, and \$100 off for four or more.
  - c) Repeat Breeding Discount: \$50 off.
- 2.4 Semen is available via fresh, cooled semen, or frozen semen, if available, in the event fresh semen is not available. This contract includes a Live Foal Guarantee as set out in clause 4.12.

#### **3. Collections and Shipments**

- 3.1 The fee for collections is \$300 CAD, plus HST. Collection fees are subject to change and may vary.
- 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 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 not permitted under LFG contracts. Contact Stallion Owner for other options for embryo transfer.

- 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 April 1st until August 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 on his scheduled collection days, which are Monday, Wednesday and Friday. Other collection days may be offered if possible. Additional fees may apply. 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 a mare fails to conceive after two cycles, a full reproductive exam, including uterine culture & cytology, must be performed, by a licensed veterinarian, before third shipment can be obtained.
- 4.11. 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.
- 4.12. Live Foal Guarantee (LFG): If the mare, after being checked in foal, aborts or does not produce a live foal that can stand and nurse on its own, and survive 24 hours after birth, the Mare Owner is entitled to a return breeding in the following year. It will be the Mare Owner's responsibility to pay the new season's booking, collection and shipping fees. A veterinary certificate is required within five (5) days from the date of death or examination. In all cases the required veterinary certificate shall affirm that the mare had been immunized for Equine Rhinopneumonitis (Equine Herpes Virus Type 1 and 4) during the pregnancy at three, five, seven and nine months, plus all other vaccinations and deworming protocols required in line with local veterinarian recommendations. Where appropriate, the certificate shall also confirm that the mare was properly cared for during gestation and was attended at foaling. Stallion Owner's timely receipt of the required veterinary certificate confirming all requirements above is a precedent to any return; otherwise the LFG is null and void.

4.13. The LFG only applies to the first conception (heartbeat scan), abortion or foal born. If a second foal is conceived and born under this contract, and it is not born live, no further return breeding is permitted under this 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, 2026 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: \_\_\_\_\_