



Mandala du Lac

Email: laurie@mandaladulac.com  
22330 Township Road 522  
Sherwood Park, Alberta,  
Canada. T8C 1G3

Ph: 780-922-3000  
Fax: 780-922-3567

## Breeding Contract and Live Foal Guarantee for semen from Cree

### PARTIES

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between:

Mandala du Lac, 22330 Township Road 522, Sherwood Park Alberta, and:

Name: \_\_\_\_\_; Hereinafter Buyer

Street: \_\_\_\_\_ City \_\_\_\_\_

Province/State: \_\_\_\_\_ Postal Code/Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mare (Name, Colour, Breed, Reg #) \_\_\_\_\_  
\_\_\_\_\_

### FEES

Mandala du Lac agrees to breed the mare named above to the stallion Cree for the composite fee of \$ 300 booking fee due and payable at the date of signing, plus \$ 1000 stud fee due and payable before the first shipment of semen.

There will be a collection fee for shipped semen after the first collection. This will be \$ 100 CDN per shipment, not including the first shipment. This includes driving to the airport or bus.

### TERMS OF LIVE FOAL GUARANTEE AND CONDITIONS

Mandala du Lac agrees, that if said mare, as a result of this breeding, does not have a foal which stands and sucks the Buyer may rebreed in the following breeding season (2013), providing semen is still available. The breeder agrees that the Live Foal Guarantee will be carried forward for a maximum of 1 year and thereafter this contract shall be deemed fulfilled.

Mandala du Lac agrees that in the event that the breeding soundness or health of the mare diminishes over the course of this contract, the buyer may, with written permission of Mandala du Lac, and at Mandala du Lac's sole



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discretion, substitute another mare for the above named mare to complete the two season limit on the live foal guarantee.

Buyer Agrees to:

## VETERINARIAN

All Veterinarian fees incurred during breeding will be the responsibility of the Buyer.

## MARE CARE

If the mare is to be bred at Mandala du Lac, mare care fees will be chargeable at the rate of \$ 20.00 per day, per mare. Should the mare have a foal at side the rate will be \$ 23.00 per day. This will cover board and breeding preparation, including handling and teasing. Cost of any drugs used will be the responsibility of the Buyer.

## PRE-BREEDING EXAM

Mare will be examined for breeding soundness by a licenced Veterinarian prior to the first insemination. Results of the manual examination must be satisfactory for breeding, and must be communicated to Mandala du Lac or performed at Mandala du Lac. In addition, a uterine biopsy is recommended under the following conditions:

- History of cervical and/or uterine infections,
- Pooling of fluid in the uterus,
- Mare has been bred and not had a live foal for two (2) consecutive years,
- Mare is older than fifteen,
- Mare has had problems delivering foals (i.e. Dystocia or tearing of the rectum during foaling.
- History of early foal loss or abortion.

Buyer agrees to have the mare checked for pregnancy between 14 and 45 days. If the mare is in foal she should again be checked at 90 days.

## AVAILABILITY OF SEMEN

From time to time during the breeding season the stallion may be performing in his sport on a regional or international basis. When the stallion is competing, semen availability may be affected. Buyer should contact the stallion manager prior to the cycle in which the mare is to be bred for overall scheduling information and resulting availability of semen. Mandala du Lac will make an effort to provide semen when it is necessary. Buyer should make an effort to ensure Mandala du Lac is aware of timing requirements of the mare.

## SHIPMENT OF SEMEN

Buyer understands that the shipping container is provided free of charge by Mandala du Lac, but all expenses for shipment, including any uninsured accidental damage of container or contents shall be the responsibility of the buyer. The shipping container is to be returned within 48 hours



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of receipt. Mandala du Lac shall not be held responsible for failure of delivery or delays in shipping out of it's control.

## DEATH, SALE OR INFERTILITY OF STALLION

In the event of the death or sale of the stallion, or if for any reason the stallion becomes permanently infertile and semen is no longer available, the stud fee may be returned to the buyer on a prorated basis, depending on the length of time the contract has been in effect, and the number of times the mare has already been covered. If semen has been provided for the mare 3 or more times and semen is no longer available, this contract shall be deemed fulfilled. If semen has been provided for the mare one time or less, the stud fee in whole exclusive of booking fee will be returned. For those cases in between, half of the stud fee will be returned. If the breeding has been purchased through an auction, this contract shall be deemed fulfilled.

## INDEMNITY

Buyer agrees to assume all responsibility for the condition of the mare and shall bear all risk of loss, damage or injury to the mare from any cause whatsoever and therefore agrees to hold Mandala du Lac and the stallion owner harmless for any injury or illness to the mare associated in any way with breeding the mare.

Mandala du Lac is not liable to the Buyer for any errors, failed inseminations, failure of mare to conceive, failure of mare to reach term, diseases, injuries or death, to mare or any other mishap attributable to artificial insemination or live cover, whether proper instructions were followed or not.

This shall be a binding contract when signed by Buyer and countersigned by Mandala du Lac. Shall any legal actions be required to enforce the terms of this contract and/or collect any amounts due, the venue shall lie in Alberta, Canada and the prevailing party shall be entitled to, court costs and expenses, as may be awarded by the court.

Buyer

Date:

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Mandala du Lac

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