



CF Farms

**Perfect Soul**

**2013 Booking Contract and Agreement for Shipped Semen**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter “Mare Owner”) and CF Farms.

Mare’s Registered Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Breed Reg. #: \_\_\_\_\_ Year Foaled: \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_ Sire of Dam: \_\_\_\_\_  
Color: \_\_\_\_\_ Markings: \_\_\_\_\_

**WITNESSETH:**

For good and valuable consideration, including the Purchase Price and the mutual covenants set forth herein, the parties hereby agree to the purchase and sale of semen described herein, on the following terms and conditions:

- Mare Owner has hereby confirmed a reservation to the stallion Perfect Soul for the 2013 breeding season. The breeding is sold with a two year term on the Live Foal Guarantee. If after two breeding seasons, the mare still fails to conceive or deliver a live foal, this agreement will be considered fulfilled in its entirety.
- The 2013 breeding season begins on February 11, 2013 and ends on August 6, 2013.
- This Agreement covers the purchase and sale of semen from the stallion Perfect Soul (hereinafter “Semen”) from CF Farms to Mare Owner. Mare Owner hereby purchases said Semen subject to the terms and conditions of this Agreement.

**Fees for 2013 Breeding Season:**

- ◆ Nonrefundable Booking Fee: \$300.00 (due and payable at the execution of this Agreement)
- ◆ Breeding Fee: \$1,500.00 (due and payable prior to Mare Owner’s first Semen shipment request)
- **Other Charges.** Semen will be shipped directly from Hagyard Equine Medical Institute in Lexington, Kentucky, with the Mare Owner making payment directly to the Clinic for all costs related to the processing and shipping of this semen. These arrangements are strictly between the Mare Owner and the Clinic. CF Farms has no responsibility to either party in this matter. To contact Hagyard Equine, the Mare Owner should call Kitty White at 859-255-8741.

- The first shipment of Semen shall consist of one (1) or two (2) doses depending on availability. If the Mare does not become pregnant after the first shipment, subsequent shipments shall be made upon veterinary certification of unsuccessful impregnation. Upon proof of unsuccessful impregnation, Mare Owner shall contact both CF Farms and Hagyard Equine to arrange for an additional shipment of semen.
- Mare Owner acknowledges the Mare is fit for breeding. Only the Mare listed above will be inseminated with the Semen. Mare Owner will request shipment of Semen during the term of this Agreement. Mare Owner assumes 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 agrees to hold CF Farms, its members, managers, employees, agents, representatives and assigns harmless for any and all damages associated therewith. Mare Owner will pay CF Farms's costs and expenses, including reasonable attorney's fees, if Mare Owner breaches any material term of this Agreement.
- CF Farms assumes responsibility only to deliver live semen in viable condition at the time of delivery to the Mare Owner. The Semen must be administered by a **licensed veterinarian on the day of delivery** or CF Farms shall be considered to have fulfilled its contractual obligations. \_\_\_\_\_(initial).
- Mare Owner will have the Mare examined by a licensed veterinarian 14 days after the last day bred (ultrasound) and CF Farms shall be notified of pregnancy status at that time. The Mare Owner must have the Mare examined by a licensed veterinarian at 55 days after the last day bred. The Mare's Breeding Passport must be signed and returned to CF Farms within 10 days after the 55 day examination or all guarantees are null and void.  
\_\_\_\_\_(initial)
- This Agreement guarantees a return breeding for the above-named Mare if the Mare is examined by a licensed veterinarian and found to be barren at 55 days from the date of the last service. Booking fees, container deposit and post-insemination collection fees would still be owed by the Mare Owner.
- This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter herein. It may be amended only by a written instrument executed by both parties.
- **Live Foal Guarantee.** If the Mare does not deliver a live foal that can stand up alone and nurse within 24 hours, then the Mare Owner shall be entitled to a return breeding to Perfect Soul providing that Mare Owner must submit to CF Farms a satisfactory veterinary certificate signed by a licensed veterinarian indicating that no live foal was delivered or that the foal could not stand alone or nurse and further indicating that the foal's failure to stand or nurse was not due to any lack of reasonable care by any party. This applies to single births only. The return breeding is applicable to the above named Mare or another mare suitable to the CF Farms. Booking fees, container deposits and post insemination fees would be owed solely by the Mare Owner in a return breeding.

➤ **Live Foal Guarantee is Null and Void**

- ◆ upon the birth of twins
  - ◆ if Mare is bred to another stallion during the term of this Agreement without CF Farms's written consent
  - ◆ if Mare Owner sells, transfers, assigns or grants a security interest in the breeding evidenced by this Agreement
  - ◆ in the case of embryo transfer, unless CF Farms has been informed in advance that this semen will be used for an embryo transplant and CF Farms has agreed in writing to this.
  - ◆ If Mare Owner inseminates a mare other than the Mare listed above, with the Semen
  - ◆ If the Mare's signed Breeding Passport is not returned to CF Farms 10 days after the 55 day check.
- Should the Stallion die, be sold by CF Farms or become unfit for service prior to shipment of Semen to this Mare, or if this Mare dies or becomes unfit to be bred prior to being serviced, this contract is and shall be null and void. Should the Stallion or Mare die or become unbreedable after the mare is serviced and no live foal results, the Agreement will be null and void. Breeding fees will be returned should the Stallion die or become permanently unfit for service. A new mare, approved by CF Farms, may be substituted should the Mare die or become permanently unfit for service.
- This Agreement is executed in duplicate and shall be legally binding on the parties hereto, and their heirs, Executors, administrators and assigns.
- If this Agreement is being executed by an agent, the original copy must be signed by the owner of the Mare.

CF Farms  
Signature : \_\_\_\_\_  
Fawn Seminoff

Mare Owner  
Signature : \_\_\_\_\_

Owner: \_\_\_\_\_

CF Farms  
PO Box 68  
Montague, PE, Canada,  
C0A 1R0  
902-838-4221  
902-838-3674 – Fax  
cffarms@shaw.ca  
website name to come

Address: \_\_\_\_\_

City, State & \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

Phone or Fax: \_\_\_\_\_

Owner's E-mail: \_\_\_\_\_

Owner's Website: \_\_\_\_\_

Mare Owner's Veterinarian: \_\_\_\_\_

Veterinarian's Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Veterinarian's Phone & Fax: \_\_\_\_\_