

## BREEDING AGREEMENT FOR FRESH CHILLED SEMEN

This Agreement is made effective the \_\_\_\_ of 20\_\_ by and between Prima Showjumpers Ltd. ("**Prima**") and \_\_\_\_\_ (the "**Purchaser**") for the breeding of the Mare (as defined below) with Prima's Stallion (as defined below) under the terms and conditions provided herein.

### DEFINITIONS

1. As used herein:

a. "**Destination**" means the address for delivery of the chilled Stallion semen, such address to be changed at the discretion of the Purchaser through advance written notice to Prima. The address for delivery is agreed by Prima and Purchaser to be as follows:

- i. Address: \_\_\_\_\_
- ii. City: \_\_\_\_\_
- iii. State: \_\_\_\_\_
- iv. Zip Code: \_\_\_\_\_
- v. Attention: \_\_\_\_\_
- vi. Phone No.: \_\_\_\_\_
- vii. Fax No.: \_\_\_\_\_
- viii. Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. "**Mare**" means the horse, owned by Purchaser, as follows:

- i. Name: \_\_\_\_\_
- ii. Date of Birth: \_\_\_\_\_
- iii. Breed: \_\_\_\_\_
- iv. Registration Number: \_\_\_\_\_
- v. Marking and Coloration: \_\_\_\_\_

c. "**Stallion**" means the horse, owned by Prima, as follows:

- i. Name: \_\_\_\_\_



## SERVICES

2. The Purchaser agrees to purchase and Prima agrees to deliver, fresh, chilled semen of the Stallion (the "**Semen**") to an address provided by the Purchaser; for the sole use in insemination of the Mare named within this Agreement. Prima shall use commercially reasonable best efforts to provide and coordinate the transportation of the Semen to the Destination, but shipping shall be at the risk of the Purchaser.
3. The Purchaser agrees that the use of any Semen provided under this agreement shall be used solely for the insemination of the Mare; and under no circumstances shall it be frozen, stored or otherwise preserved for future use. Purchaser agrees that the Semen shall not be used directly, or indirectly with embryo transplants, absent written permission from Prima.
4. The Purchaser agrees that the Semen shall be administered to the Mare by a licensed veterinarian, or alternatively a breeding technician approved by Prima.
5. Prima agrees to provide fresh, cooled semen, in a form for shipment to the Destination. Purchaser agrees that Prima shall not be responsible for any lost, damaged, or delayed shipment of the Semen to the destination.

## FEES

6. The Purchaser shall provide a non-refundable payment of \$300.00 upon execution of this Agreement (the "**Booking Fee**"), with the remaining payment for the services described herein of \$1,200.00 (for a total of payment of \$1,500.00, being the "**Service Fee**") to be paid in advance of the request of the Purchaser for a Semen.
7. The Service Fee includes one (1) collection and shipping of a Semen. Should subsequent collection, shipping or delivery of a Semen be required, for any reason, the Purchaser shall be required to provide an advance payment of \$300.00 (the "**Collection Fee**").

## COLLECTION, SHIPPING AND ADMINISTRATION

8. Purchaser agrees that the Semen shall be collected Monday through Fridays, from March 1, to September 1 (the "**Breeding Season**"). Further, Purchaser agrees that the request for a Semen shall be provided to Prima no later than 12:00 PM EST on the day immediately prior to the day for Semen shipment.
9. Purchaser agrees that the Stallion may be showing, away from Prima's operations, or otherwise unavailable for Semen collection during the Breeding Season. Prima shall use commercially reasonable efforts to provide Semen when requested, but Purchaser acknowledges that Semen may not always be available.
10. The Purchaser agrees that it shall assume all responsibility for the administration of the Semen to the Mare and shall bear all risk of loss or damage to the Mare arising from the insemination of the Semen, including but not limited to death, injury, disease, or infection. In exchange for the agreement to provide the Semen, and other good and valuable consideration, the sufficiency of which is acknowledged by Purchaser and Prima, Purchaser does indemnify, release, discharge and otherwise hold harmless Prima, its agents, officers, shareholders and directors from any and all damages incurred by Purchaser or any third party by reason of the provision of the services described herein.



11. Should the Stallion die, be sold, or otherwise become unable to provide a Semen for an indefinite or indefinable period of time; then this Agreement shall immediately terminate. Should no Semen have been shipped to the Purchaser, then Prima agrees to provide a payment to the Purchaser of an amount equal to the Booking Fee. For further clarity, should at least one Semen have been provided under the terms of this Agreement, no payment shall be made from Prima to the Purchaser.
12. At the option of the Purchaser, and subject to its availability, the parties may agree that frozen semen from the Stallion be substituted for the Semen contemplated herein.

### **THE LIVE FOAL GUARANTEE**

13. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIVE FOAL GUARANTEE ONLY APPLIES TO MARES UNDER THE AGE OF 19 YEARS.** If the Mare, after being checked in foal, aborts or does not produce a live foal that can nurse on its own, the Purchaser is entitled to additional Semen, subject to advance payment to Prima of an additional Collection Fee.
14. Purchaser agrees that the Live Foal Guarantee shall be conditional upon the Purchaser complying with the following:
  - a. The Semen is administered to the Mare; and
  - b. The Semen is administered to the Mare only by a licensed veterinarian or in the alternative a breeding technician approved in advance by Prima;

### **WARRANTY**

15. Prima warrants that the Semen will be the Stallion's semen, but otherwise there are no warranties, implied or express, from Prima to the Purchaser or any third party. The Purchaser acknowledges that it has had the opportunity to assess the Stallion and that it is not relying upon any representations, express or implied, from Prima with respect to the nature, ability, or characteristics of the Stallion. ALL WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

### **GENERAL**

16. Each of Prima and the Purchaser agree that this agreement is not capable of assignment, absent the written consent of the other.
17. This Agreement sets forth the entire understanding between the parties and no modifications hereof shall be binding unless executed in writing by the parties hereto.
18. This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by all the parties, but not otherwise.
19. The parties undertake and agree to execute and deliver such further and other documents and assurances as may be necessary to give effect to all of the terms and conditions of this Agreement.
20. This Agreement shall be binding upon and shall enure to the benefit of each party hereto as well as the heirs, executors, administrators, successors and permitted assigns of such party.
21. All notices, requests or demands to or upon the parties hereto shall be in writing and delivered or sent by registered mail postage prepaid, by delivery, or by facsimile transmission addressed, to the following:



**Prima Showjumpers Ltd.**  
RR1 Site 10 Box 10, Okotoks, Alberta, Canada T1S 1A1

**To Prima:**

Prima Showjumpers Ltd.

RR1 Site 10 Box 10,

Okotoks, Alberta,

Canada T1S 1A1

**To the Purchaser:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 22. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall each constitute the one and same instrument, and notwithstanding their date of execution shall be deemed to bear date as of the day and year first above written.
- 23. Time shall be of the essence of this Agreement.
- 24. No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the parties hereto in the observance of the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

PRIMA SHOWJUMPERS LTD.

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:



**Prima Showjumpers Ltd.**  
RR1 Site 10 Box 10, Okotoks, Alberta, Canada T1S 1A1