



The Equitainer Container must be returned to the Semen Collection Company within forty-eight (48) hours of the date it was received by the Mare Owner. Failing that, a late fee of 50,00 \$US per day shall be paid by the Mare Owner to the Semen Collection Company. If the Equitainer Container is not returned to the Semen Collection Company within seven (7) days from the date it was received by the Mare Owner or if it is not received in reusable condition (including cupholder with lead cap, cup with lid, ink colored ballast bag and two (2) coolant cans), the Mare Owner shall pay to the Semen Collection Company a 400,00 \$US replacement fee.

#### **ADDITIONAL COSTS**

The Mare Owner shall pay all costs including the above mentioned costs and the costs of insemination of the mare and veterinarian. All prices and costs are subject to change without notice.

#### **TAXES**

All applicable taxes will be added to all prices and fees and shall be payable at the same time.

#### **REIMBURSEMENT OF DEPOSITS**

The balance of all deposits will be reimbursed by the Semen Collection Company to the Mare Owner by the end of September (approx).

#### **CONDITIONS**

1. The mare owner is responsible for all costs, including booking and stud fees, collection costs, semen transportation costs, as well as insemination of the mare by a veterinarian and the expense of returning the container.
2. The insemination of the mare must be executed by a veterinarian.
3. At the signing of the present contract, the Mare Owner will remit to the MB a conformation photo of the mare and a copy of the mare's papers.
4. If the Mare Owner's veterinarian determines and certifies that the mare is unsuitable for breeding or if the mare dies, the Mare Owner may substitute a new mare, at the sole discretion of MB.
5. The Mare Owner must advise MB at least one week before the required date of shipment of fresh semen.
6. The stallion Titulus will be competing actively, therefore the semen may not be collected on a day when the stallion is competing. A show schedule will be provided by MB to allow the Mare Owner to plan the collection dates.
7. In the event that the above named stallion dies or becomes unfit for service, this contract shall become null and void. If at that time no semen collection has been made, MB shall reimburse the stud fee paid by the Mare Owner, save for the booking fee which will not be reimbursed. If one or more semen collection(s) have been made, MB shall reimburse fifty per cent (50 %) of the Stud Fee paid by the Mare Owner, save for the booking fee which will not be reimbursed.
8. 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 whatsoever by death, disease, injury, infection or otherwise and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases, discharges, indemnifies and holds harmless MB, its employees, agents, officers and directors, from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and attorney's fees incurred by MB in defending any claims for which the Mare Owner has agreed to release, discharge, indemnify and hold harmless MB, its agents, employees, officers and directors.

#### **LIVE FOAL GUARANTEE**

MB guarantees to the Mare Owner that a live foal will result from the insemination with Titulus' semen. The guarantee is subject to the following conditions:

1. A live foal is defined as a foal which stands and nurses within twenty-four (24) hours after foaling.
2. The Mare Owner must provide proper care of the mare. The mare must be kept in adequate conditions during pregnancy including proper feeding and nutrition, regular deworming (with products approved for pregnant mares) and vaccination customary in the mare's geographical area.
3. The mare must be properly supervised during foaling and the foal must receive proper post-partum care.
4. The mare must be cultured prior to breeding and this must be certified by the Mare Owner's veterinarian. A copy of the certificate must be given to MB.
5. The Mare Owner must provide to MB the breeding reports, breeding soundness, insemination and pregnancy report, or loss of pregnancy report (if applicable) on the forms issued by MB. The reports must be filled, dated and signed by the Mare Owner's veterinarian.
6. The Mare Owner must abide by and conform to the provisions and instructions of the breeding report form provided by MB to the Mare Owner.
7. If the mare (or agreed upon replacement mare) is not in foal, bred or delivers a foal within two (2) years starting from January first, two thousand and eight, the present contract will terminate. In such a case, no reimbursement of any payments or fees shall be paid to the Mare Owner.

**DECLARATION CONCERNING THE PRELIMINARY CONTRACT**

The parties agree that the only legal obligations between them are contained in this agreement, which cancels all previous agreements.

**NOTICE**

Any notice given pursuant hereto must be given in writing. Any notice or document sent pursuant hereto must, unless expressly otherwise provided, be sent to the following addresses or any other address in Quebec subsequently notified by one party to the other:

MB: **Les Élevages Malletbarsalou**  
1768, rang de la Rivière Nord  
Saint-Lin-Laurentides (Québec)  
J5M 1Y7

\_\_\_\_\_  
Mare Owner

**MISCELLANEOUS PROVISIONS**

This agreement shall be governed by the laws of Québec. The rights and obligations of the parties under this agreement shall be solidarily binding on them and on their respective successors and assigns. Headings are given herein for purposes of reference only and shall not be used to interpret this contract. Any change to any provision hereof must be made in writing and signed by the parties concerned.

**ARBITRATION**

All disagreements or disputes arising directly or indirectly from this contract shall be definitively settled by arbitration, thus excluding all recourse to the courts, the whole in accordance with articles 940 and following of the Code of Civil Procedure, in force when this contract is signed. Disagreements or disputes that can be decided by the Court of Québec, Small Claims Division, or that can be if the plaintiff reduces his claim to render himself eligible before the Court, are excluded. The Court shall then be fully authorized to settle the disagreement or dispute. The parties reserve the right to modify the provisions of the Code of Civil Procedure by mutual agreement at the start of proceedings.

**INTERIM MEASURES**

Petition, before or during arbitration proceedings, to a court by a party, for interim or provisional measures, and the granting of such measures by the court, are not incompatible with the present arbitration agreement.

AND AFTER DUE READING, MB has signed at \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
MB

\_\_\_\_\_  
signature

\_\_\_\_\_  
MB

\_\_\_\_\_  
signature

AND AFTER DUE READING, the Mare Owner has signed at \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Mare Owner

\_\_\_\_\_  
signature

**\*\*\* This contract must be COMPLETELY filed out and sent in duplicate.**

**MARE INFORMATION**

\_\_\_\_\_  
Registered name

\_\_\_\_\_  
Date of birth

\_\_\_\_\_  
Registry (Association) name

\_\_\_\_\_  
Registration No.

\_\_\_\_\_  
Breed

\_\_\_\_\_  
Color & Height

\_\_\_\_\_  
Names of Sire

\_\_\_\_\_  
Dam

Present Status: In Foal ( ): approx. foaling date: \_\_\_\_\_

Not in Foal ( ): approx. insemination date: \_\_\_\_\_

Maiden mare ( )

# SEMEN COLLECTION AND SHIPPING INFORMATION SHEET

Mare Owner / Lessee

Mare name

## Telephone numbers:

( \_\_\_\_\_ ) \_\_\_\_\_  
Home

( \_\_\_\_\_ ) \_\_\_\_\_  
Mobile

( \_\_\_\_\_ ) \_\_\_\_\_  
Work

( \_\_\_\_\_ ) \_\_\_\_\_  
Fax

## Veterinarian for mare insemination:

Name

Address City State / Province Zip / Poastal code

( \_\_\_\_\_ ) \_\_\_\_\_  
Telephone - Office

( \_\_\_\_\_ ) \_\_\_\_\_  
Mobile

## Specify special instructions: (Example: Hold at Station for pick up)

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