

WISMER CLYDES

Gerald, Richard, & Ronald Wismer
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CONTRACT FOR CHILLED SEMEN DELIVERY

Please read the entire contract carefully before signing.

I hereby confirm my reservation to the Clydesdale stallion:

SBH Phoenix __#M33276__ for the year 2010

TERMS AND CONDITIONS

1. The breeding season referred to in the contract begins **February 10**, and ends **July 1** of the year 2010.
2. Wismer Clydes will ship semen from the above named stallion as many times as needed during the above stated breeding season, with a maximum of two shipments per heat cycle.
3. Wismer Clydes responsibility to this contract ends when the mare named below becomes pregnant or when the active breeding season ends.
4. Wismer Clydes does not offer a live foal guarantee but if the mare does not settle we will ship semen in 2011 for two heat cycles with no semen cost, but the usual collection and shipping fees will apply.
5. In the event that the mare aborts after Sept. 1, and is open we will ship semen in 2011 for \$400.00 for stallion fees plus all other collection and shipping fees as stated in this contract.
6. To qualify for free semen in 2011 we must know by September 1, 2010 that the mare did not settle.
7. The stud fee for the above named stallion is \$800.00 for the first mare and \$700.00 for any mares after that and is due before any shipments are made.
8. A \$300.00 deposit per horse is also due with the stud fee. All semen transportation and collection charges will be deducted from this deposit and the balance will be refunded upon return of the breeding certificate signed by a licensed veterinarian or technician.
9. A \$100.00 collection and handling fee per shipment will be charged and deducted from the deposit. The box does not have to be returned.
10. GST will apply to the above charges for all Canadian clients.
11. Wismer Clydes assumes responsibility only to deliver semen in viable condition at the time of delivery to the mare owners farm or other designated location. The semen must be administered by a licensed veterinarian or technician.
12. This contract shall be interpreted in accordance with the laws of the province of Ontario and its validity and administration shall be governed by such laws.
13. The parties agree that the terms and conditions stated herein set forth the entire agreement of the parties.
14. It is understood that 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, injury, infection or otherwise and by any cause whatsoever, and therefore agrees to hold Wismer Clydes, Gerald, Richard & Ronald Wismer, any other person employed by, or associated with Wismer Clydes, harmless, for any and all damages associated therewith.

Name of Mare _____ Reg. No. _____

Barren, Maiden, or Foaling, (give foaling due date) _____

Owner's Name _____ Telephone _____

Address _____

Owner's Signature _____ Date _____

Veterinarian's Name _____ Telephone _____

Wismer Clydes per Gerald Wismer Date: December 15, 2009

Please return with stud fee and deposit to the above address.