



## STALLION SERVICE AGREEMENT

BETWEEN:

**NORTH AMERICAN THOROUGHBRED HORSE COMPANY INC.**

110, 17637 – 1<sup>st</sup> Avenue, Surrey, BC V3S 9S1

Contact: Roxanne Sargent at Emerald Training Centre

Telephone: 604.309.1786

Fax: 604.538.5788

Email: [stallion@sirgallovic.com](mailto:stallion@sirgallovic.com)

(the “Seller”)

AND:

Full corporate or owner name: \_\_\_\_\_

of the following address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Email address: \_\_\_\_\_

(the “Buyer”)

WHEREAS:

- A. The Seller wishes to present the Thoroughbred Stallion “Texas Wildcatter” and the Buyer wishes to present the Thoroughbred mare \_\_\_\_\_ for the purpose of mating; and
- B. The parties to this Agreement for Services are desirous of doing business pursuant to this Stallion Service Agreement.

NOW THEREFOR in consideration of the fees paid and the mutual agreements herein contained, the parties agree as follows:

1. The Seller warrants that the Seller has the legal right to sell to the Buyer the right to have the above named Thoroughbred mare bred to Texas Wildcatter during the 2012 breeding season which begins on February 12, 2012 and ends on July 4, 2012.
2. The Buyer warrants that the Buyer has the legal right to present the above named Thoroughbred mare for breeding to Texas Wildcatter during the 2012 breeding season.

3. The Buyer agrees to pay only to the Seller a non-refundable fee of **\$200.00** plus applicable GST (“the booking fee”) at the time of entering into this Stallion Service Agreement and to pay only to the Seller the sum of **\$800.00** plus applicable GST within 10 days after the birth of a live foal that stands and nurses without assistance. If the mare should become barren or fails to have a live foal as a result of the breeding the Buyer shall send to the Seller written notice signed by the Buyer or the representative of the Buyer of said event and the balance remaining of \$800.00 plus GST shall not be payable.
4. Should the balance remaining after the payment of the booking fee not be paid within 30 days of the birth of a live foal the Buyer agrees that the Seller shall have a security interest in the foal and Stallion Certificate and that the Seller may withhold the Stallion Certificate from the Buyer until paid in full pursuant to this agreement. The Buyer also agrees that in the event of non-payment by the Buyer within 30 days of the birth of a live foal that any live foal guarantee that is part of this agreement becomes null and void. The Buyer agrees that he or she appoints the Seller as his or her attorney on the Buyer’s behalf to perfect or evidence the security interest of the Seller. If the Buyer defaults in payment in full of the Stallion Fee to the Seller then the Buyer consents to the registration of the foal with The Jockey Club by the Seller as his agent in the name of the Seller. The Seller shall have the right to take possession of the foal in these circumstances and sell the foal to satisfy the amount owed to the Seller under the terms of this agreement.
5. Should the Buyer not pay to the Seller the full amount due within 30 days of the birth of a live foal, the Buyer then becomes responsible for paying interest to the Seller on the outstanding amount from the date of the birth of the live foal at the rate of 1.5 per cent per month.
6. The Buyer agrees and warrants that the mare presented is healthy, free from disease and infection and is sound for breeding. Presenting the mare for breeding constitutes the agreement of the Buyer to this paragraph and the warranty of the Buyer as to the soundness of the mare for breeding and as to her health. The Buyer agrees that the Stallion Manager of Texas Wildcatter reserves the right to refuse to permit Texas Wildcatter to be bred to any mare if in his or her reasonable opinion the mare presented is unfit or unsound for breeding.
7. The Buyer and Seller agree that there are inherent risks involved in breeding thoroughbred horses and that the Seller shall not be liable to the Buyer for any disease, accident, or injury to either the mare or any foal accompanying the mare.
8. The Buyer is not permitted to assign or transfer rights acquired under this agreement to any third party. In the event that the mare is sold, transferred or catalogued to a sales company the balance of the stallion service fee not yet paid is immediately due and payable.

9. The Buyer agrees that should the stallion become unfit for service, be sold or die, this agreement is null and void and any booking fee paid shall be refunded to the Buyer and the Seller shall not be otherwise liable to the Buyer for any other damages.
10. The terms of this Stallion Services Agreement represent the whole agreement between the parties and no other terms outside of this agreement shall be part of the agreement between the parties.
11. Should any dispute arise as to the terms of this contract and any remedies available under the law of contract, the law of the Province of British Columbia shall govern this contract and the Buyer shall be responsible for any lawyer's fees incurred by the Seller in respect of any application to any court within the Province of British Columbia.
12. Should the Buyer default in any of the warranties or promises made within the terms of this Stallion Services Agreement the Buyer shall be liable to the Seller for any and all reasonable costs incurred by the Seller associated with putting the Seller in the position the Seller was in before the default happened.
13. The parties agree that there may be more than one original of this agreement and that each party to this agreement should execute two originals of this agreement and that each is entitled to retain one of the originals. Each original is as valid as the other.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

North American Thoroughbred  
Horse Company Inc.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
For The Buyer