

Noble – Fresh Cooled 2yr Breeding Contract

www.noblelusitano.com
Angela Kostiuk 1.780.920.1641
27219 twp road 511 Spruce Grove, Alberta T7Y 1H5

Buyer's Information

| | |
|--------------|--|
| Name | |
| Address: | |
| City, Prov: | |
| State: | |
| Postal Code: | |
| Phone: | |
| Email: | |

Mare Information:

| | |
|---------------------------|--|
| Name: | |
| Registry: | |
| Date of Birth: | |
| Embryo Transfer: (yes/no) | |

Shipping information: (Vet/Reproduction Clinic)

| | |
|--------------|--|
| Name: | |
| Address: | |
| City, Prov: | |
| Postal Code: | |
| Phone: | |
| Email: | |

I. Purpose

This Agreement defines the terms and conditions under which the Buyer agrees to purchase a 2-year LFG breeding contract and the Stallion Owner (Angela Kostiuk) agrees to deliver fresh chilled semen of the APSL Lusitano stallion Noble to the Mare named in this contract to produce one live foal.

II. The Mare

- a. A veterinarian must administer the semen within twenty-four hours after receipt.
- b. Buyer acknowledges that the Mare is of sound health and breeding condition.
- c. Embryo transplants are permitted under the terms of this agreement. Buyer is responsible for paying a Stud Fee for each successful embryo that results in an additional live foal. Buyer must indicate their intent to perform embryo transplants at this time or once the decision is made to try for an embryo transfer.
- d. This agreement includes a 'Live Foal Guarantee' limited for a 2-year period starting on the date of the first semen collection request. There is no limit on number of collection requests for semen within the 2-year period. A live foal is defined as a foal that stands and nurses within twenty-four hours after foaling. In the case of the foal's death, the Buyer must notify Angela Kostiuk via email within forty-eight hours followed by a signed certification by a veterinarian within five days.
- e. This contract is solely for the Mare named in the contract. The buyer is not allowed to sell the contract or transfer it to another name without written permission from Angela Kostiuk.

III. Fees

A. Stud Fee is due upon 30-day pregnancy check: Stud Fee \$ 1,800.00 CAD

B. Collection and Shipping/Delivery Fees are due upon receipt:

- i.) Collection Fee \$ 350.00 CAD
- ii.) Airport Delivery charge \$65.00 CAD
- iii.) Local Delivery to Westhills or IVF vet clinics \$85.00 CAD
- iv.) All shipping charges will be billed at cost.

Payment Options: select one

- PayPal: kostiuk.ang@gmail.com **be sure to select 'pay to friends and family'.
- Wire Transfer: email for information
- E-transfer: maidstonewarmbloods@gmail.com

IV. Requesting Collection and Shipment

- a. Buyer must notify Angela Kostiuk at the beginning of the heat cycle that they are planning on breeding. It is the buyer's responsibility to communicate semen requests to Angela Kostiuk by 9:00 am MST on the day of semen request. We will always do our best to accommodate late requests but can not guarantee shipment if notified after 9:00 am MST.
- b. A semen request form must be submitted to Angela Kostiuk via email, messenger, or text within 24 hours of shipping.

V. Terms of Termination

The term of this agreement shall commence on the date of first semen request date. The agreement concludes when a live foal has been produced or 2-years have lapsed which ever comes first.

VI. Death, Unfitness or Sale of the Stallion

The fees paid or incurred under this agreement are non-refundable. In the case of the death or unfitness of the stallion, contract will be fulfilled with high-quality frozen semen if available.

VII. Miscellaneous

- a. Assignment or Transfer: This contract can only be transferred to another Buyer or Mare with written permission of Angela Kostiuk, provided no semen shipments have been received. If shipments have been received, this contract is no longer transferrable.
- b. The terms of this agreement shall be governed by the laws of Alberta, Canada.
- c. Breach of Contract: Either party may nullify this agreement if the other party breaches a material term of this agreement.

| Fees | Amount | Total |
|------------------------|-----------------|-----------|
| Stud Fee | \$ 1,800.00 | |
| Multiple Mare Discount | (\$ 200.00) | |
| Premium Mare Discount | (\$ 250.00) | |
| APSL Mare Discount | (\$ 300.00) | |
| Other: | (\$) | |
| | Subtotal | \$ |
| | GST (5%) | \$ |
| | Total | \$ |

*Limit to one discount per breeding

Buyer's Name: _____

Buyer's Signature: _____

Date: _____

Please email the contract to kostiuk.ang@gmail.com

Noble – Semen Request Form

www.noblelusitano.com

Angela Kostiuk 1.780.920.1641

27219 twp road 511 Spruce Grove, Alberta T7Y 1H5

Collection Information

| | |
|------------------------|--|
| Mare Owner's Name: | |
| Mare's Name: | |
| Today's Date: | |
| Shipping Request Date: | |
| Breeding Date: | |

Shipping information: (Vet/Reproduction Clinic)

| | |
|---|--|
| Name: | |
| Address: | |
| City: | |
| Prov/State: | |
| Postal/Zip Code: | |
| Phone: | |
| Email: | |
| If Applicable: Fedex Account Number Address | |

Email this form to kostiuk.ang@gmail.com or text an image to 1-780-920-1641

YOU WILL RECEIVE A REPLY CONFIRMING YOUR SEMEN ORDER.

THIS FORM MUST BE SUBMITTED WITHIN 24 HOURS OF DATE OF SHIPPING REQUEST DAY.