

Winbak Farm of Canada
P.O. Box 26
14709 Hurontario Street
Caledon, Ontario L7C 3L6



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2018 REQUEST FOR BOOKING CONTRACT

Stallion: _____ **Stud Fee:** _____

Mare Information

Name: _____ Year foaled: _____
Sire: _____ Dam: _____ Sire of Dam: _____
Record: _____ Earnings: _____ Tattoo /Fr Br. # _____

Owner Information (Person responsible for bills and service fee.)

Name: _____
Address: _____
City: _____ State/Prov _____ Zip/Postal Code: _____
Work phone: _____ Fax _____
Home phone: _____ Email _____

Mare's Breeding Record

Mare is (Please circle one): **Maiden** **Barren** **In-foal** **Last Bred Date:** _____
Was Mare bred in 2017? _____ Stallion _____ Result _____
Was Mare bred in 2016? _____ Stallion _____ Result _____

How will mare be bred? (Please circle one): **Semen Transport** **Air** **Ship by FedEx/FedEx#:** _____

A CREDIT CARD IS REQUIRED FOR ALL SEMEN TRANSPORT CHARGES. We accept VISA AND MASTERCARD only.

Credit card information may be given over the phone if preferred.

Type of credit card: _____ Name on card: _____
Card number: _____ Expiration Date: _____

If breeding at an address other than above please provide the following information:

Contact _____
Farm _____
Address _____
City _____ State/Prov _____ Zip/Postal Code _____
Day Phone _____ Email _____

The undersigned owner of the mare, hereby applies based upon the information supplied above, for a booking to the above named stallion for this mare. The owner of the above mare has read the attached terms and conditions page and agrees to it fully, and if such booking is approved below by Winbak Farm of Canada, it shall become a contract between the farm and the undersigned.

Approved by Winbak Canada
By _____
Date _____

OWNER'S SIGNATURE

_____ Date: _____
Co-signature (shareholder) _____

(if bred on another person's right)

Booking and Boarding Contract

- (1) The mare is booked specifically by name and neither the booking nor this contract shall be sold, assigned, leased, or in any other manner transferred without the prior written consent of the Syndicate Manager or his designee.
- (2) Each mare sent to the Farm must have a tattoo (or freeze brand) and an identification tag on the halter. All animals must be Standardbred and registered with the USTA or Standardbred Canada and **must be accompanied with a negative Coggins test taken within 12 months of arrival to be accepted on the farm.** The Farm reserves the right to test all animals arriving at the Farm for any infection, by cervical swab or otherwise, as its veterinarian deems proper, including A.G.I.D. test, at the expense of the owner and the owner hereby consents to the cancel of any booking contract, without any liability whatsoever and return the animal to the owner at the owner's expense. In the event the Farm notifies an owner of its rejection of any animal, after arrival at the Farm, then the Farm shall have the right to return such animal within 24 hours, in the event that the owner does not arrange for pick-up of rejected animal. Owner warrants that the above is not blind, chronically lame, infected, vicious, or unmanageable.
- (3) Neither the breeding(s) resulting from this contract nor any additional breeding during this season may result in more than one foal for the 2018-breeding season. A Mating Certificate will only be issued for one foal per season; The USTA has final determination of eligible foals.
- (4) No mare will be bred for patrons with over-due accounts.
- (5) All farm charges, including transportation, veterinary fees, blacksmith fees, board (\$22/day/horse, \$5/foal), etc., are to be paid by the owner of the mare, foal and yearling upon being invoiced. The undersigned Owner agrees to pay Farm interest at the rate of 18% per year on past due accounts (over 60 days). **All accounts and board bills must be paid before animals leave the farm.**
- (6) If the stallion shall in any way become unfit for service before serving the mare, or if the mare should die or otherwise become unfit to be bred, supported by a veterinary certificate, this contract is and shall be null and void. Mare owner shall immediately notify the Farm in writing if mare dies or otherwise becomes unfit to be bred.
- (7) Except as otherwise set forth herein, the service fee is due and payable immediately when the mare has a live foal. A live foal is one that is able to stand up and suckle.
- (8) All risks of death, sickness, or injury from any source whatsoever to any mare, foal, weanling, and yearling, are assumed SOLELY by the mare owner. There shall be no waiver, modification, or amendment of the foregoing release of liability except by specific agreement in writing and by payment by the owner of the mare of an additional charge predicated upon the current insurance rate which may be pro rated on a monthly basis. Such charge shall be based upon the value of each animal as declared by the owner of the animal as constituting the maximum value.
- (9) UNLESS OTHERWISE WAIVED IN WRITING BY THE SYNDICATE MANAGER WITHIN 30 DAYS FROM THE DATE OF THIS CONTRACT, THE SERVICE FEE IS DUE AND PAYABLE IMMEDIATELY IF THE MARE IS LEASED OR OFFERED FOR SALE OR IF THERE IS A CHANGE IN OWNERSHIP OF THE MARE. THIS FEE IS **NON REFUNDABLE.**
- (10) Payment of service fee shall be made to the order of:

**Winbak Farm of Canada Inc.
P.O. Box 26
Caledon, Ontario L7C 3L6**

The owner of the mare agrees to pay a 1-1/2% monthly late charge on any service fee not paid when due and payable.

- (11) OWNER hereby consents that WINBAK FARM shall have a "Lien on Livestock", on the Mare and any foal resulting from the service for any outstanding or unpaid charges due for the stud fee, boarding charges, medication and veterinary services, and any other charge reasonably ancillary to the breeding and boarding services provided, whether or not the mare or foal are at WINBAK FARM. OWNER further consents to pay for all reasonable attorneys' fees incurred by WINBAK FARM in the event counsel is retained to collect any outstanding balance due under this contract.
- (12) The owner of the mare waives any and all claim for damages directly resulting from infection, fire, injury or death of the booked mare or mares, and WINBAK FARM, the owners of the Stallion, the Syndicate Manager, and any agents, servants or employees of WINBAK FARM, the owners of the Stallion, or the Syndicate Manager are hereby released from liability. The owner of the mare acknowledges that it is custom and usage in the horse breeding and boarding business owner acknowledges that the service fee, and/or the reduced amount of the boarding fee, if applicable, and/or the acceptance of the mare for booking shall constitute consideration for the foregoing waiver.
- (13) The opening and closing of the breeding season shall be determined by the Farm and shall conform to Standardbred Canada and the appropriate Provincial Breeding Association in which the contracted Stallion is registered.
- (14) Semen shipment: WINBAK FARM will make every effort to ship optimum doses of semen but, due to varying levels of demand, WINBAK FARM cannot guarantee the quantity of cells available for shipment. WINBAK FARM will ship no less than proven quantities of cells for practical breeding efforts.
- (15) There shall be no modification, waiver, amendment, cancellation or abandonment of any these terms of the agreement unless the same is in writing and signed by the parties.
- (16) A waiver of the terms or conditions provided in this contract, on one or more occasions, shall not be deemed a continuing one and all the terms and the conditions of this agreement shall remain in full force and effect.
- (17) All amounts due under this Agreement, including but not limited to the service fee, interest charges, late charges, and attorneys' fees shall be payable in Canadian currency or an equivalent check approved by the Farm or the Syndicate Manager.

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