

Winbak Farm of Canada
P.O. Box 26
Inglewood, Ontario L7C 3L6
Pat Woods, Farm Manager



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2023 BREEDING SEASON – WINBAK FARM OF CANADA

Thank you for booking your mare to a stallion standing at Winbak Farm of Canada. The following is important information about the 2023 breeding season for you or the person caring for your mare.

POLICIES

- Season Dates** The breeding season **starts February 13, 2023 and ends on July 7, 2023.**
- Breeding Days** Breeding days will be Monday, Wednesday, and Friday
- Orders per cycle** Please be aware that priority of semen will be given to mares being inseminated for the first time each cycle.
- Ordering Semen** We encourage you to phone or fax your semen request by 5:00 PM of the afternoon before the breeding day. You must call us, at the latest, **between 7:00 AM – 9:00 AM** of the breeding day to place your semen order. Semen orders may be placed using voice mail outside of office hours. If you have faxed your request or placed your order by voice mail, please include a phone number where you can be contacted by our staff or call to confirm your order before 9:00 AM of the breeding morning.
No semen will be shipped without a signed, approved contract.
- Semen Transport – CANADA** The time for semen pick-up will be given to you when you call to place or confirm your order on the breeding morning. We can arrange to have your semen delivered to Bax Farms for your convenience. We can also arrange air transport **C.O.D** VIA Air Canada, Cargojet, or Westjet to the airport closest to you, including courier service to Pearson International Airport. (Transportation fees will apply)
- Semen Transport - USA** **Overnight delivery** – we can arrange next day delivery to most locations in the USA by Federal Express. Please confirm with Federal Express that you have delivery in your area, and that you have Saturday delivery or pick-up in the event it is necessary to ship on a weekend. If there is any doubt about shipping directly from Canada, please contact Dan Philips and he can ship it from Buffalo.
Same Day Delivery – Since we cannot directly ship by air from Canada, we recommend using Dan Philips of Genesee Valley. He charges independently of Winbak Farm of Canada, and you must contact him at (585) 343-5878 in advance to make all necessary arrangements.

CHARGES

ALL PRICES PLUS HST

Canada –	Semen preparation fee.....	\$65.00
	Semen preparation fee, including disposable chill box	\$115.00 per breeding
	Deliver to Bax Farms for pick up	\$30.00
	Deliver to Pearson International Airport	\$75.00
	Same Day Contract Processing Fee	\$45.00
	Air, Courier, Ground Transport charges send C.O.D.	
USA -	Semen preparation fee, including disposable chill box	\$115.00 per breeding
	Deliver to Bax Farms for Dan Philips pick up	\$30.00

******Boxes for Air & FedEx shipments are NON REFUNDABLE.**

****** If local pick-up boxes are not returned in good condition, the customer will be charged \$40.00 per box.**

PAYMENT

WE REQUIRE VISA OR MASTERCARD FOR SEMEN TRANSPORT ORDERS. IF PICKING UP SEMEN AT THE FARM, VISA, MASTERCARD, CASH OR CHEQUE WILL BE ACCEPTED. YOUR CO-OPERATION IN THE PAYMENT OF THESE CHARGES WILL BE GREATLY APPRECIATED.

Cancellation: Occasionally, through no fault of their own, breeders must cancel a booking due to injury at foaling, death of the mare, etc. We request that when this is necessary, we be advised immediately.

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 microchip 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 2023-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 (\$25/day/horse, \$6/day/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.**

Payment of service fee shall be made to the order of: **Winbak Farm of Canada**
P.O. Box 26 Inglewood, 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.

- (10) 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.
- (11) 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.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) **Same Day Contract Processing Fee of \$45.00 will be charged if the contract is received for processing and approval the same day as semen shipment/pickup is requested.**
- (18) **Semen cannot be shipped or picked up until a signed contract from the client/shareholder has been received and has been approved by management.**

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