



TopNotch Performance Horses  
 Box 48 Site 13 RR#4  
 Stony Plain, Alberta T7Z 1X4  
 (780) 963-2944 (home) | (780) 963-8200 (barn)  
 (780) 554-8930 (cell)  
 tnhorses@telus.net

I hereby agree on \_\_\_\_\_ day of \_\_\_\_\_ to breed the mare, \_\_\_\_\_

Registration number \_\_\_\_\_, to the stallion, \_\_\_\_\_

Registration number \_\_\_\_\_, for the \_\_\_\_\_ breeding season.

1. The stallion fee is \$ \_\_\_\_\_ which includes a non refundable fee of \$ \_\_\_\_\_ which is payable at the time this contract is signed and returned. The balance of the stallion fee must be paid upon billing when the mare is pronounced safe in foal, or when the mare is picked up from Topnotch Performance Horses having been exposed to the stallion.
2. Upon arrival, the mare will be healthy and sound breeding and physical condition and will be free from infections, contagious, or transmittable disease. A current (within 1 year) Coggins test, a copy of the mares' registration papers, and a veterinarian's health certificate will accompany the mare at the time of delivery to Topnotch Performance Horses or the MARE WILL NOT BE PERMITTED ON THE PROPERTY.
3. The mare owner agrees to pay \$300.00, if applicable, to have the mare foal at Topnotch Performance Horses. This will include foaling out the mare and initial inoculation and antibiotics administered to the foal. All other veterinary expenses incurred in connection with the foaling shall be paid by the Mare Owner.
4. Topnotch Performance Horses agrees to provide suitable facilities for the care and feed of the mare and foal (if applicable). Mare Owner agrees to pay for the care and feed at the rate of \$ \_\_\_\_\_ per day for pasture board, or \$ \_\_\_\_\_ per day for stall board. This applies to both a wet and dry mare.
5. Mare Owner agrees to pay a \$50.00 chute fee for non-resident mares. The chute fee will apply each time the mare is inseminated and shall be paid directly to Topnotch Performance Horses. Mare Owner agrees to pay a \$75.00 pick up fee on all semen picked up at the ranch.
6. Topnotch Performance Horses will exercise reasonable judgment in the care and supervision of the mare and foal (if applicable). Topnotch Performance Horses' veterinarian, will examine the mare for normal breeding conditions and will administer mare care as deemed necessary for the health and safety of the mare and foal (if applicable). All veterinarian expenses will be paid by the Mare Owner directly to the veterinarian.
7. The Mare Owner agrees to assume all risk of death, sickness, or injury to the mare, and hold harmless Topnotch Performance Horses & Tim & Theresa Dykes.
8. Topnotch Performance Horses agrees to use their reasonable best efforts to settle the owner's mare. The Mare Owner agrees to give Topnotch performance Horses ample opportunity to settle the mare, which shall include the opportunity to breed the mare through at least two (2) heat cycles. The breeding season ends July 15<sup>th</sup>.
9. This contract contains a "Live Foal Guarantee". A Live Foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, or the mare absorbs/aborts a predetermined pregnancy there are return privileges, only if Topnotch performance Horses is notified within thirty (30) days and receives a statement confirming this. Mare Owner certifies that such abortion or death did not result from any act or omission of the Owner following the mares' departure from Topnotch Performance Horses. Booster Rhinopneumonitis be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. Failure to do so will void live foal guarantee. A Live Foal Guarantee will apply only to those mares that are certified in foal by a licensed attending veterinarian. Confirmation of such a pregnancy in the form of documented ultrasound picture or letter from the attending veterinarian must be received by October 1 of the breeding year or the mare will not be included in the Stallion Breeding Report. If the mare leaves Topnotch Performance Horses prior to her 30 day pregnancy check the "Live Foal Guarantee" will be void.
10. If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during the normal breeding season, Topnotch Performance Horses agrees to breed the same mare again during the immediately following year's breeding season. There is a charge of \$300.00 for re-breed service expenses. A substitute mare, accepted by Topnotch Performance Horses, may be sent ONLY if the original mare is deceased or deemed unfit for breeding.
11. A Breeder's Certificate will be issued for the foal conceived as a result of the breeding. The Breeder's Certificate will be issued only after all breeding and veterinary expenses have been paid in full and after the foal is born and has been reported to Topnotch Performance Horses.
12. The parties acknowledge that this agreement is made and shall be considered within the Province of Alberta and shall be considered under the laws of the Province of Alberta Canada, an equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities.
13. When signed by both parties this document will become a legally enforceable contract binding upon both parties. The Mare Owner hereby grants Topnotch Performance Horses Ltd. a lien upon the mare and foal (if applicable) for any unpaid stallion fees, mare care charges, veterinary expenses, and any other charges resulting from the mare being at Topnotch Performance Horses Ltd.

Mare Owner \_\_\_\_\_  
 Printed Name

Mare Owner \_\_\_\_\_  
 Signature

Stallion Manager \_\_\_\_\_  
 Theresa Dykes

Mare Owner Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_